



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

साप्ताहिक  
WEEKLY

सं. 7] नई दिल्ली, फरवरी 7-फरवरी 13, 2010, शनिवार/माघ 18-माघ 24, 1931  
No. 7] NEW DELHI, FEBRUARY 7-FEBRUARY 13, 2010, SATURDAY/MAGHA 18-MAGHA 24, 1931

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 3 फरवरी, 2010

आ. आ. 407.—केन्द्रीय सरकार एडवोकेट आतंकवादी और विध्वंसक क्रियाकलाप (निवारण) अधिनियम, 1987 (1987 का अधिनियम सं. 28) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री डी.एन. साल्वी, विशेष लोक अभियोजक अधिकारी, केन्द्रीय अन्वेषण ब्यूरो को संलग्न सूची में उल्लिखित अपराधों अथवा मुंबई शहर और मुंबई उपनगरीय जिलों, जिला रायगढ़ और जिला ठाणे, में किए गए ऐसे ही मामलों के विचारण तथा उक्त बम अधिनियम की धारा 9 के अंतर्गत गठित नामनिर्दिष्ट न्यायालय, मुंबई में पूर्वोक्त अनुसूची में उल्लिखित मामलों और मुंबई शहर तथा उसके उपनगरों में 12 मार्च, 1993 को हुए बम विस्फोटों से उद्भूत ऐसे ही क्षेत्रों में ऐसे ही मामलों से उत्पन्न मामला संख्या आरसी 1 (एस)/93-सीबीआई एसटीएफ, मुंबई (कोर्ट केस सं. बीबीसी 1 ऑफ 93, बीबीसी 1 ए/93, बीबीसी 1 बी/93 और बीबीसी 2/2008) तथा उक्त अधिनियम के अधीन उससे संबंधित अन्य मामलों अथवा आनुषंगिक मामलों के संचालन के लिए, केन्द्रीय

अन्वेषण ब्यूरो के विशेष लोक अभियोजक के रूप में नियुक्त करती है।

अनुसूची

क्रम स्थान	पुलिस स्टेशन और अपराध सं.	डीसीबी अपराध सं.
(1) (2)	(3)	(4)
1. स्टॉक एक्सचेंज	एम.आर.ए. मार्ग, 129/93	73/93
2. कथा बाजार	पायधुनी, 195/93	73/93
3. सेना भवन	दादर, 186/93	118/93
4. सेंचूरी बाजार	दादर, 187/93	117/93
5. माहिम काजवा	माहिम, 185/93	110/93
6. एचर झंडया	कफ पोट, 126/93	71/93
7. जावेरी बाजार	एल.टी. मार्ग, 122/93	75/93
(एक्सप्लोराटिव स्टेशन)		
8. सी. रॉक होटल	वांद्रा, 148/93	114/93
9. प्लाजा सिनेमा	माहिम, 184/93	109/93

(1) (2)	(3)	(4)
10. जूहू सेंटर होटल	सांताक्रूज, 155/93	116/93
11. एयरपोर्ट बे 54 ( थ्रोइंग एच.जी. )	सहार 200/93	108/93
12. सेंटर होटल ( एयरपोर्ट )	एयरपोर्ट, 19/93	115/93
13. वली	वली, एलएसी 389/93	112/93
14. नैगम सी.आर.एस. रोड ( अन एक्सप्लोडिड स्कूटर )	माटुंगा, 251/93	72/93
15. धनजी एसटी एंड जावेरी बाजार ( 2 अन एक्सप्लोडिड स्कूटर )	एल.टी. मार्ग, 124/93	111/93
16. महासला	महाराष्ट्रा, 6/93	132/93
17. श्रीवर्धन	श्रीवर्धन, 14/93	133/93
18. गोरेगांव	गोरेगांव, 17/93	134/93
19. ठाणे	कपूरबावडी, 14/93	135/93
20. एस.के. मेनन स्ट्रीट	एल.टी मार्ग, 133/93	77/93
21. इस्टर्न साइड लैबोरेटरी ऑफ मुसाफिर खाना, मुंबई	एलएसी	15/93
22. नरिया वाडी मुस्लिम सिमेंट्री, मझगांव	एलएसी	18/93
23. पिकनिक गेस्ट हाउस, नियर लीडो थियेटर, सांता क्रूज ( वेस्ट )	एलएसी	20/93
24. 58, नर्गिस दत्त रोड, पाली हिल बांद्रा ( वेस्ट ), मुंबई-50	एलएसी	21/93
25. बोनापार्ट इंडस्ट्रीज, घनश्याम इंडस्ट्रियल एस्टेट ईस्ट वीरा देसाई रोड, अंधेरी, मुंबई-50	एलएसी	23/93
26. खातीजाबी चाल, आर. नं. 1, सोनापुर लेन, कुर्ला ( वेस्ट )	कुर्ला एलएसी एलएसी 707/93	32/93
27. डीमल्लंड, को.ओ. हाडासंग सोसायटी, मिल्ट्री रोड, मेरोल, मुंबई	एलएसी	22/93

[ फा. सं. 225/15/2009-एवीडी-II ]

चन्द्र प्रकाश, अवर सचिव

# **MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**

## **(Department of Personnel and Training)**

New Delhi, the 3rd February, 2010

**S.O. 407.**—In exercise of the powers conferred by Sub-Section (1) of Section 13 of the Terrorist and Disruptive Activities (Prevention) Act, 1987, (Act No. 28 of 1987), the Central Government hereby appoints Shri D.N. Salvi as Special Public Prosecutor of the Central Bureau of Investigation for conducting prosecution of the case RC.1 (S)/93/CBI/STF/Mumbai (Court case No. BBC 1 of 93, BBC 1 A/93, BBC 1 B/93 and BBC 2/2008) arising out of the cases mentioned in the schedule appended hereto, and such cases in such areas as may arise out of and connected with Bomb Blasts which occurred on 12th March, 1993 at Mumbai City and suburbs, and other matters connected therewith or incidental thereto under the said Act, in the Designated Court at Mumbai constituted u/s 9 of the said Act to try offences or such cases committed at Mumbai City and Mumbai Suburban Districts, Raigad District and Thane District as mentioned in the case schedule, and to try such cases in such areas as may arise out of and connected with aforesaid Bomb Blasts.

### **SCHEDULE**

Sl. No.	Place	Police Station and Cr. No.	DCB Cr. No.
(1)	(2)	(3)	(4)
1.	Stock Exchange	M. R. A. Marg 129/93	70/93
2.	Katha Bazar	Pydhonie, 195/93	73/93
3.	Sena Bhavan	Dadar, 186/93	118/93
4.	Century Bazar	Dadar, 187/93	117/93
5.	Mahim Causeway	Mahim, 185/93	110/93
6.	Air India	Cuffe Parade, 126/93	71/93
7.	Zaveri Bazar (Exploded Scooter)	L T Marg, 122/93	75/93
8.	Sea Rock Hotel	Bandra, 148/93	114/93
9.	Plaza Cinema	Mahim, 184/93	109/93
10.	Juhu Centaur Hotel	Santa Cruz, 155/93	116/93
11.	Airport Bay 54 (Throwing H.G.)	Sahar, 200/93	108/93
12.	Centaur Hotel (Airport)	Airport, 19/93	115/93
13.	Worli	Worli, LAC 389/93	112/93
14.	Naigaum C.R.S. Rd. (unexpl. Scooter)	Matunga, 251/93	72/93
15.	Dhanji ST & Zaveri Bazaar (2 unexploded scooter)	L.T. Marg, 124/93	111/93
16.	Mhasla	Mhasla, 6/93	132/93
17.	Srivardhan	Srivardhan, 14/93	133/93
18.	Goregaon	Goregaon, 17/93	134/93
19.	Thane	Kapurbawadi, 14/93	135/93
20.	S.K. Menon Street	L. T. Marg, 138/93	77/93

(1) (2)	(3)	(4)
21. Eastern side Lavotry of Musafir Khana, Mumbai	LAC	15/93
22. Nariyal Wadi Muslim Cemetary Mazagaon	LAC	18/93
23. Picnic Guest House Near Lido Theatre, Santa Cruz (W)	LAC	20/93
24. 58, Nargis Dutt Road, Pali Hill Bandra (W), Mumbai-50	LAC	21/93
25. Bone Parte Ind., Ghansham Ind. Est., Vira Desai Road, Mumbai-50.	LAC	21/93
26. Khatijabi Chawl, R.No. 1, Sonapur Lane, Kurla(W)	LAC Kurla LAC 707/93	32/93
27. Dreamland Co. Op. Hog. Sct. Military Road, Marol, Mumbai	LAC	22/93

[F. No. 225/15/2009-AVD-II]

CHANDRA PRAKASH, Under Secy.

**वित्त मंत्रालय**

( वित्तीय सेवाएं विभाग )

नई दिल्ली, 4 फरवरी, 2010

का.आ. 408.—भारतीय स्टेट बैंक (समनुषंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 26 की उपधारा (2क) के साथ पठित धारा 25 की उपधारा (1) के खण्ड (गख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, श्री राकेश चन्द्र जसरा, प्रबंधक, अंचल कार्यालय, नई दिल्ली को अधिसूचना की तारीख से 30-06-2012 तक की अवधि अर्थात् उनके अधिवर्षिता की आयु प्राप्त करने तक अथवा स्टेट बैंक आफ पटियाला के अधिकारी के रूप में उनके पद छोड़ देने तक अथवा अगले आदेशों तक, जो भी पहले हो, स्टेट बैंक आफ पटियाला के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है।

[फा. सं. 8/1/2009-बीओ-I]

सुमिता डावरा, निदेशक

**MINISTRY OF FINANCE**

(Department of Financial Services)

New Delhi, the 4th February, 2010

S. O. 408.—In exercise of the powers conferred by clause (cb) of sub-section (1) of Section 25 read with sub-section (2A) of Section 26 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government, after consultation with the Reserve Bank of

India, hereby nominates Shri Rakesh Chander Jasra, Manager, Zonal Office, New Delhi, as Officer Employee Director on the Board of Directors of State Bank of Patiala from the date of notification and for a period upto 30-06-2012 i.e. the date of his attaining the age of superannuation or until he ceases to be an officer of the State Bank of Patiala or until further orders, whichever is the earliest.

[F. No. 8/1/2009-BO-I]

SUMITA DAWRA, Director

**शहरी विकास मंत्रालय**

नई दिल्ली, 1 फरवरी, 2010

का. आ. 409.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में शहरी विकास मंत्रालय के नियंत्रणाधीन निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उसे एतद्द्वारा अधिसूचित करती है :

1. अधीक्षण अभियंता,  
दिल्ली केन्द्रीय वैद्युत परिमंडल-9,  
के.लो.नि.वि.,  
विद्युत भवन, शंकर मार्किट  
नई दिल्ली-110001
2. कार्यपालक अभियंता,  
जवाहरलाल नेहरू भवन (जे.एल.एन.बी.) परियोजना  
के.लो.नि.वि.,  
23 डी, जनपथ,  
नई दिल्ली-110001
3. कार्यपालक अभियंता,  
अल्मोड़ा केन्द्रीय मंडल,  
के.लो.नि.वि.,  
एस.एस.बी. कैम्पस, एन.टी.डी.,  
अल्मोड़ा (उत्तरांचल)
4. कार्यपालक अभियंता,  
आई.डी.बी.आई., प्रोजेक्ट सिविल मंडल,  
के.लो.नि.वि.,  
उदय टॉकिज के पास, घाटकोपर (पश्चिम)  
मुम्बई-400086
5. अधीक्षण अभियंता,  
मैसूर केन्द्रीय परिमंडल,  
के.लो.नि.वि.,  
टी नरसीपुरा रोड, सिद्धार्थ नगर,  
मैसूर-570011
6. अधीक्षण अभियंता,  
तिरुवनन्तपुरम केन्द्रीय परिमंडल,  
केन्द्रीय लोक निर्माण विभाग,  
सी.जी.ओ. काम्पलैक्स, पुनकुलम वेल्लायानी,  
पी.ओ. तिरुवनन्तपुरम-695522

7. अधीक्षण अभियंता,  
कालीकट केन्द्रीय परिमंडल,  
के.लो.नि.वि.,  
दत्त साँ मिल रोड,  
कल्लई, कालीकट-673003
8. उप निदेशक (उद्यान)  
उद्यान मंडल,  
के.लो.नि.वि.,  
केन्द्रीय सदन, बेंगलूर-560034
9. कार्यपालक अभियंता,  
मैसूर केन्द्रीय मंडल,  
के.लो.नि.वि.,  
टी नरसीपुरा रोड, सिद्धार्थ नगर,  
मैसूर-570011
10. कार्यपालक अभियंता,  
बेंगलूर केन्द्रीय मंडल-1,  
के.लो.नि.वि.,  
केन्द्रीय सदन, कोरमंगला,  
बेंगलूर-560034
11. कार्यपालक अभियंता,  
हुबली केन्द्रीय मंडल,  
के.लो.नि.वि.,  
विद्यानगर, हुबली-570021
12. कार्यपालक अभियंता,  
कोट्टायम केन्द्रीय मंडल,  
के.लो.नि.वि.,  
लाइब्रेरी भवन, शास्त्री रोड, कोट्टायम-20
13. कार्यपालक अभियंता,  
कोचीन केन्द्रीय मंडल,  
के.लो.नि.वि.,  
केन्द्रीय भवन, काकानाड,  
कोचीन-682037
14. कार्यपालक अभियंता,  
कालीकट केन्द्रीय मंडल,  
के.लो.नि.वि.,  
दत्त साँ मिल रोड,  
कल्लई, कालीकट-673003
15. कार्यपालक अभियंता,  
कन्नूर केन्द्रीय मंडल,  
के.लो.नि.वि.,  
गांधी मैदान, पययनूर,  
कन्नूर
16. कार्यपालक अभियंता,  
त्रिचूर केन्द्रीय मंडल,  
के.लो.नि.वि.,  
मुंदचेरी स्मारक भवन,  
चेम्बूकाड, त्रिचूर-680020
17. कार्यपालक अभियंता,  
गंगतोक केन्द्रीय मंडल,  
के.लो.नि.वि.,  
गंगतोक

18. मुख्य अभियंता,  
लोक निर्माण विभाग,  
भवन परियोजना अंचल-बी-1  
रा.रा.क्षेत्र, दिल्ली सरकार,  
प्रथम तल, एम.एस.ओ. भवन,  
आई.पी.एस्टेट, नई दिल्ली ।

[फा. सं. ई-11017/1/2010-हिन्दी]

ए. के. मेहता, संयुक्त सचिव (शहरी विकास एवं प्रशासन)

#### MINISTRY OF URBAN DEVELOPMENT

New Delhi, the 1st February, 2010

**S.O. 409.**—In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the administrative control of Ministry of Urban Development, where the percentage of Hindi knowing staff has gone above 80% :

1. Superintending Engineer,  
Delhi Central Electrical Circle-9  
CPWD,  
Vidyut Bhawan, Shankar Market,  
New Delhi-110001
2. Executive Engineer,  
Jawahar Lal Nehru Bhawan (JLNB) Project,  
CPWD,  
23, D, Janpath, New Delhi-110001
3. Executive Engineer,  
Almora Central Division,  
CPWD,  
S.S.B. Campus, N.T.D.,  
Almora-(Uttanchal)
4. Executive Engineer,  
IDBI Project Civil Division,  
CPWD,  
Near Uday Talkies, Ghatkopar (West),  
Mumbai-400086
5. Superintendent Engineer,  
Mysore Central Circle,  
CPWD,  
T Narsipura Road, Sidhartha Nagar,  
Mysore-570011
6. Superintendent Engineer,  
Trivandrum Central Circle,  
Central Public Works Department,  
CGO Complex, Punkullam Vellayani,  
P.O.-Trivandrum-695522
7. Superintendent Engineer,  
Calicut Central Circle,  
CPWD,  
Dutta Saw Mill Road,  
Kallai, Calicut-673003
8. Deputy Director (Horticulture),  
Horticulture Division,  
CPWD,  
Kendriya Sadan,  
Bangalore-560034



9. Executive Engineer,  
Mysore Central Division, CPWD,  
T. Narsipura Road, Sidhartha Nagar,  
Mysore-570011
10. Executive Engineer,  
Bangalore Central Division-1,  
CPWD,  
Kendriya Sadan, Koramangla,  
Bangalore-560034
11. Executive Engineer,  
Hubli Central Division,  
CPWD,  
Vidyanagar, Hubli-570021
12. Executive Engineer,  
Kottayam Central Division,  
CPWD,  
Library Bhawan, Shastri Road,  
Kottayam-20
13. Executive Engineer,  
Cochin Central Division,  
CPWD,  
Kendriya Bhawan, Kakanad,  
Cochin-682037
14. Executive Engineer,  
Calicut Central Division,  
CPWD,  
Dutt Saw Mill Road,  
Kallai, Calicut-673003.
15. Executive Engineer,  
Kannur Central Division,  
CPWD,  
Gandhi Maidan, Payyaanur,  
Kannur
16. Executive Engineer,  
Trichur Central Division,  
CPWD,  
Mundassery Memorial Bldg.,  
Chembukavu, Trichur-680020
17. Executive Engineer,  
Gangtok Central Division,  
CPWD, Gangtok
18. Chief Engineer,  
Public Works Deptt.,  
Building Project Zone-B-1,  
Govt. of NCT, Delhi  
1st Floor, MSO Building,  
I.P. Estate, New Delhi.

[F. No. E-11017/1/2010-Hindi]

A. K. MEHTA, Jt. Secy. (UD &amp; Admn.)

**परमाणु ऊर्जा विभाग**

मुंबई, 2 फरवरी, 2010

का.आ. 410.—केन्द्रीय सरकार परमाणु ऊर्जा विभाग के निम्नलिखित संघटक यूनिटों को, जिनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसारण में अधिसूचित करती है :

1. मध्य क्षेत्र, परमाणु खनिज अन्वेषण एवं अनुसंधान निदेशालय, नागपुर
2. काकरापार परमाणु बिजलीघर, काकरापार

[संख्या 6/7/94-हिन्दी]

रेवती अय्यर, संयुक्त सचिव (उद्योग एवं खनिज)

**DEPARTMENT OF ATOMIC ENERGY**

Mumbai, the 2nd February, 2010

S.O. 410.—In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following constituent Units of the Department of Atomic Energy, where more than 80% staff has acquired working knowledge of Hindi :

1. Central Region, AMD, Nagpur
2. Kakrapar Atomic Power Station, Kakrapar

[No. 6/7/94-Hindi]

REVATHY IYER, Jt. Secy. (I&amp;M)

**संचार और सूचना प्रौद्योगिकी मंत्रालय**

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 1 जनवरी, 2010

का.आ. 411.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधन 1987) के नियम 10(4) के अनुसारण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक दूरसंचार, महाराष्ट्र परिमंडल, भा. सं. नि. लि., मुंबई-54

महाप्रबंधक दूरसंचार, गोवा।

[सं. ई. 11016/1/2009-रा.भा.]

सुधा श्रोत्रिय, संयुक्त सचिव (प्रशासन)

**MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY**

(Department of Telecommunications)

(O.L. Section)

New Delhi, the 1st January, 2010

S.O. 411.—In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976 (as amended-1987), the Central Government hereby notifies the following Offices under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where of more than 80% of staff have acquired working knowledge of Hindi.

Chief General Manager Telecom., Maharashtra Circle,  
B.S.N.L., Mumbai-54

General Manager Telecom, Goa

[No. E. 11016/1/2009-O.L.]

SUDHA SHROTRIA, Jt. Secy. (Administration)

**उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय**

( उपभोक्ता मामले विभाग )

नई दिल्ली, 14 जनवरी, 2010

**का.आ. 412.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स सुपर वेइंग सिस्टम, 187-ए, हापुड रोड, गाजियाबाद (उत्तर प्रदेश) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एसपीईपी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "सुपरटैक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/227 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 200 कि.ग्रा. है और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मैकेनिकल असेंबली की सुरक्षा तथा उसे कपटपूर्ण व्यवहारों से रोकने के लिए स्टाम्पिंग प्लेट के दायीं तरफ लीड सील को लगाया जाता है। उपकरण की बाड़ी पर दिए गए लेबों के माध्यम से लीड और सील तार लगाकर सीलिंग की जा सकती है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ ,  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (105)/2009]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

## MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 14th January, 2010

S.O. 412.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series "SPEP" and with brand name "SUPERTECH" (hereinafter referred to as the said model), manufactured by M/s. Super Weighing System, 187-A, Hapur Road, Ghaziabad (U.P.) and which is assigned the approval mark IND/09/09/227;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 200kg. and minimum capacity of 1kg. The verification scale interval (e) is 50g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model



Figure-2 Sealing provision of the indicator of model

Lead seal is affixed on the right side of stamping plate for the security of circuit and mechanical assembly to avoid fraudulent use. Sealing can be done by applying lead & seal wire through the holes provided on the body of the instrument. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg up to 5000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (105)/2009]

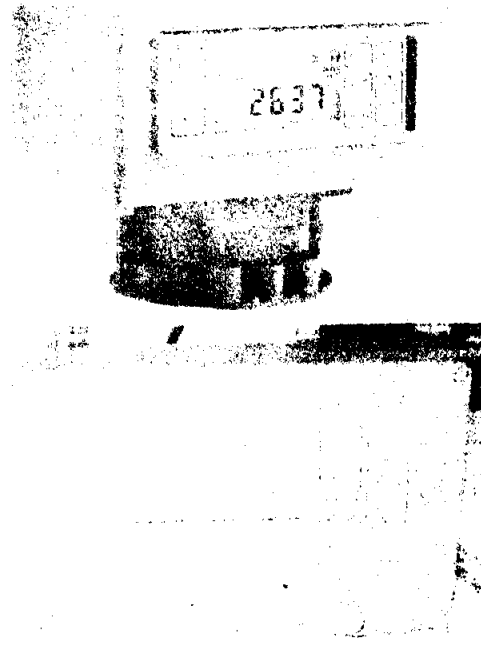
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 जनवरी, 2010

का.आ. 413.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे नेशनल व्हेट एंड मैजर लेबोरेटरी, यूनाइटेड किंगडम द्वारा जारी मॉडल का अनुमोदन प्रमाण-पत्र सहित प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (3) और उप-धारा (7) और उप-धारा (8) के तीसरे परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स वीदर रूट कम्पनी, 125, पाउडर फोरेस्ट ड्राइव, पी ओ बॉक्स 2003, सिम्सबरी, कॉन्टीकट, यू एस ए द्वारा विनिर्मित "ई एम आर" शृंखला के लिक्विड मापन प्रणाली का केवल एक घटक अंकक सूचन सहित "इलेक्ट्रॉनिक मीटर रजिस्टर फॉर मेजरिंग सिस्टम" के मॉडल का, जिसके ब्रांड का नाम "वीदर रूट" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे मैसर्स त्रिआद फ्यूल इंजीनियरिंग प्रा. लि., #607, 1st क्रॉस, 30th मैन, बानागिरीनगर, बीएसके 3rd स्टेज, बंगलोर-560085 द्वारा भारत में बिक्री से पूर्व अथवा बाद में बिना किसी परिर्तन के विपणीत किया गया है जिसे अनुमोदन चिह्न आई एन डी/13/09/113 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल वाहन पर लगे हुए लिक्विड फ्यूल मापन प्रणाली के संबंध में इलेक्ट्रॉनिक मीटर रजिस्टर है और उप प्रणालियों में प्रयोग में लाया जाता है जहां पानी के अलावा अन्य द्रव्य प्रयोग में लाए जाते हैं। यह मापन और रिकार्डिंग यंत्र है जो 0.5 वर्ग के अनुसार स्वीकृति को पूरा करता है।



मीटर को सील करने के लिए, रजिस्टर शीर्ष से फ्लो मीटर को मजबूत करने वाले पेंचों में मीटर को माध्यम से छेद किए जाते हैं और इन छेदों में से तार को निकाला जाता है तब पास लाया जाता है और अनुमोदन सील लगाई जाती है। सीलिंग डायग्राम ऊपर दिया गया है।

[फा. सं. डब्ल्यू एम-21 (10-0)/2008]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 2010

**S.O. 413.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority along with the Model approval certificate issued by the National Weights and Measures Laboratory, United Kingdom is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves issues and publishes the certificate of approval of the Model of the “Electronic Meter Register for measuring system” which is only a component of the liquid measuring system with digital display of series “EMR” and with brand name “Veeder Root” (herein referred to as the said Model), manufactured by M/s. Veeder Root Company, 125, Powder Forest Drive, P O Box 2003, Simsbury, Connecticut, USA and sold in India without any additions before or after sale in India by M/s. Triad Fuel Engineering Pvt. Ltd., #607, 1st Cross, 30th Main, Banagirinagar, BSK 3rd Stage, Bangalore-560085 and which is assigned the approval mark IND/13/09/113;

The said Model is an Electronic Meter Register in respect of vehicle mounted liquid fuel measuring system and is used in application where systems handles liquids other than water. It is a measuring and recording device that meets the approvals as per Class 0.5.

Figure-1 Model

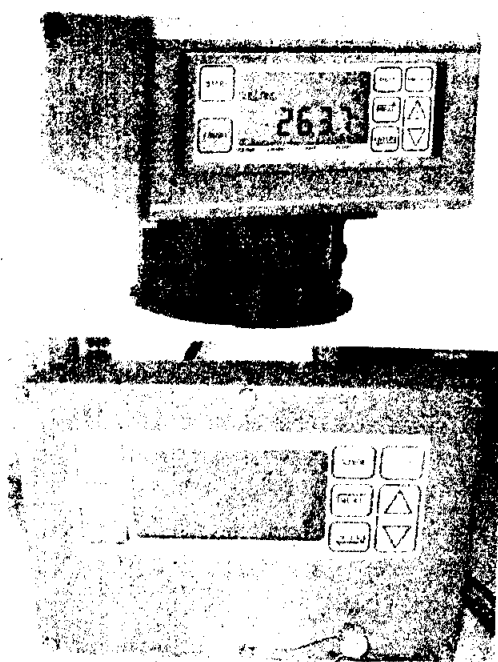


Figure-2 Sealing Diagram

For sealing the meter, retaining screws securing the Register Head to the flow meter are drilled through the meter and wire may be passed through these holes, then brought together and an approved seal is applied. The sealing diagram is shown above.

[F. No. WM-21 (109)/2008]

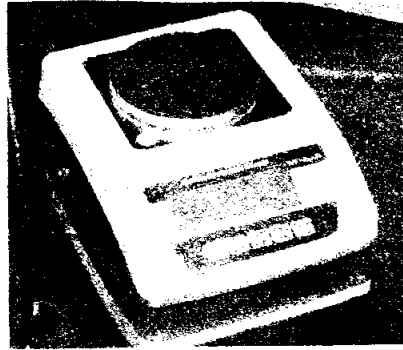
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 जनवरी, 2010

**का.आ. 414.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स वेंसर वेइंग स्केलस लिमिटेड, मारुति काम्प्लैक्स, भूतल, नं. 1, नरसिम्हों देसारी लेन (60 एनएससी बोस रोड के पास) सोकार्पेट, चेन्नै-600003, तमिलनाडु द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "पीजीबी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "वेंसर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/466 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 300 मि.ग्रा. है और न्यूनतम क्षमता 200 मि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



तोलन उपकरण के ढांचे पर दिए गए दो बिन्दुओं पर स्टाम्पिंग प्लेट के पास सीलबंद किया जाएगा। उपकरण की सील को तोड़ें बिना नहीं खोला जा सकेगा। मॉडल को सीलबंद करने का योजनाबद्ध डायग्राम ऊपर दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 1,00,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ ,  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (165)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 2010

**S.O. 414.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy Class-II) of series "PGB" and with brand name "WENSAR" (hereinafter referred to as the said model), manufactured by M/s. Wensar Weighing Scales Limited, Maruthi Complex, Ground Floor, No. 1, Narasimha Desari Lane (near 60, N.S.C.. Bose Road), Sowearpet, Chennai-600003, Tamil Nadu and which is assigned the approval mark IND/09/08/466;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 300g. and minimum capacity of 200mg. The verification scale interval (e) is 10mg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model



Figure-2 Schematic diagram of the model

Sealing is done near the stamping plate for which two points are given on the body of the weighing instrument. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5000 to 1,00,000 for 'e' value of 100 mg. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (165)/2008]

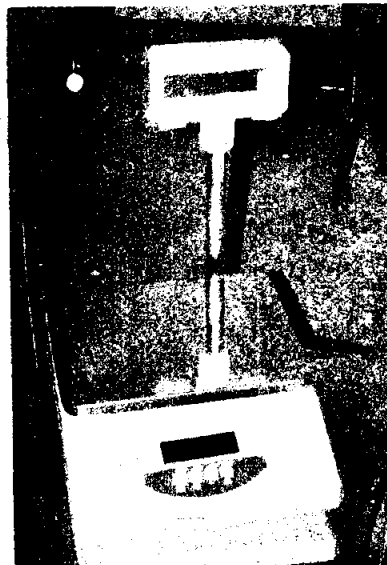
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 जनवरी, 2010

**क्र.आ. 415.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स वेंसर वेइंग स्केल्स लिमिटेड, मारुति काम्लैक्स, भूतल, नं. 1, नरसिम्हों देसारी लेन (60 एनएससी बोस रोड के पास) सोकार्पेट, चेन्नै-600003, तमिलनाडु द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले “टीटीबी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “वेंसर” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/467 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



तोलन उपकरण के ढांचे पर दिए गए दो बिन्दुओं पर स्टाम्पिंग प्लेट के पास सीलबंद किया जाएगा। उपकरण की सील को तोड़ें बिना नहीं खोला जा सकेगा। मॉडल को सीलबंद करने का प्रारूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के “ई” मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5,000 से 1,00,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^*$ ,  $2 \times 10^*$ , या  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (165)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान



New Delhi, the 15th January, 2010

**S.O. 415.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy Class-II) of series "TTB" and with brand name "WENSAR" (herein referred to as the said model), manufactured by M/s. Wensar Weighing Scales Limited, Maruthi Complex, Ground Floor, No. 1, Narasimha Desari Lane (near 60, N.S.C. Bose Road), Sowcarpet, Chennai-600003, Tamil Nadu and which is assigned the approval mark IND/09/08/467;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

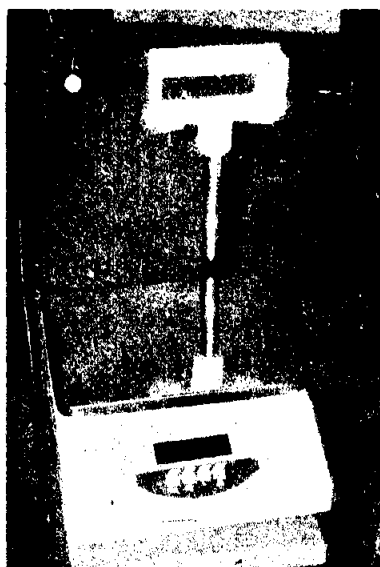


Figure-2 Schematic diagram of the model.

Sealing is done near the stamping plate for which two points are given on the body of the weighing instrument. The instrument cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5,000 to 1,00,000 for 'e' value of 100 mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (165)/2008]

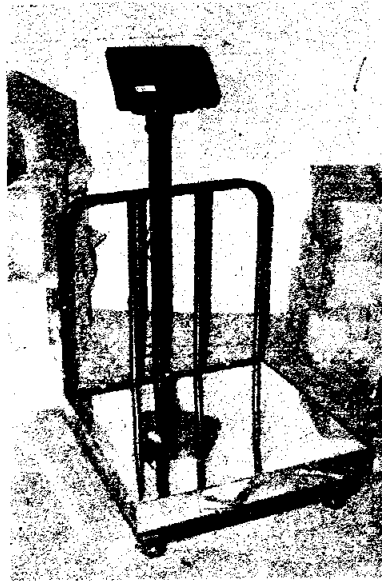
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 जनवरी, 2010

का.आ. 416.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स वेंसर वेइंग स्केल्स लिमिटेड, मारुति काम्प्लैक्स, भूतल, नं. 1, नरसिम्हां देसारी लेन (60 एनएससी बोस रोड के पास) सोकार्पेट, चेन्नै-600003, तमिलनाडु द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "पीएफबी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "वेंसर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/468 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है ;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (पलेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 600 कि.ग्रा. है और न्यूनतम क्षमता 2.5 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम।

तोलन उपकरण के ढांचे पर दिए गए दो बिन्दुओं पर स्टाम्पिंग प्लेट के पास सीलबंद किया जाएगा। उपकरण की सील को तोड़े बिना नहीं खोला जा सकेगा। मॉडल को सीलबंद करने का एक प्रारूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से 5,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ ,  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (165)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 2010

**S.O. 416.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of high accuracy (Accuracy Class-II) of series "PFB" and with brand name "WENSAR" (hereinafter referred to as the said model), manufactured by M/s. Wensar Weighing Scales Limited, Maruthi Complex, Ground Floor, No. 1, Narasimha Desari Lane (near 60, N.S.C.. Bose Road), Sowcarpet, Chennai-600003, Tamil Nadu and which is assigned the approval mark IND/09/08/468;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 600kg. and minimum capacity of 2.5 kg. The verification scale interval (e) is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

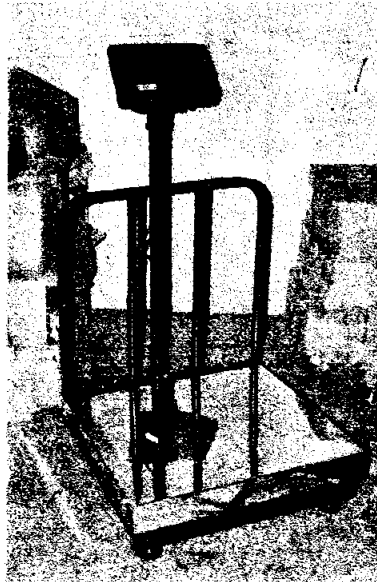


Figure-2 Sealing Diagram.

Sealing is done near the stamping plate for which two points are given on the body of the indicator of the weighing instrument. The indicator cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and up to 5000 kg with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (165)2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 जनवरी, 2010

का.आ. 417.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स केरन एंड सोहन गेम्ब एच, जिगेलड I, 72336 बर्लिंगन, जर्मनी द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग I) वाले “एबीएस” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “केरन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स एवन वेइंग सिस्टम्स लि., 15, बी विंग, कमल कुंज, मेधा एच एस जी सोसायटी, एस वी रोड, अंधेरी (वेस्ट), मुंबई-400058 महाराष्ट्र द्वारा भारत में बिक्री से पूर्व अथवा बाद में बिना किसी परिवर्तन के विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/535 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक इलैक्ट्रो मैग्नेटिक फोर्स कम्पेन्सेशन प्रिंसीपल पर आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 220 ग्रा. है और न्यूनतम क्षमता 100 मि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 मि. ग्रा. है और सत्यापन मापमान अंतराल (डी) 0.1 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

#### माडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

उपकरण की बाडी और स्ट्याम्पिंग प्लेट में छेद ड्रिल करके सीलिंग की जाती है तब इन छेदों में सील तार गुजार कर लीड सील से सील किया जाता है। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 50,000 या ऊपर की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की क्षमता वाले हैं और “ई” मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$  और  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (207)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 2010

**S.O. 417.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top Type) with digital indication of special accuracy (Accuracy Class-I) of series “ABS” and with brand name “KERN” (hereinafter referred to as the said model), manufactured by M/s. Kern & Sohn GmbH, Ziegelei 1, 72336 Balingen, Germany and marketed in India without any alteration before or after sale by M/s. Avon Weighing Systems Ltd., 15, ‘B’ Wing, Kamal Kunj, Megha HSG Soc., S. V. Road, Andheri (W), Mumbai-400058, Maharashtra and which is assigned the approval mark IND/09/08/535;

The said model is an Electro Magnetic Force Compensation Principle based non-automatic weighing instrument with a maximum capacity of 220g and minimum capacity of 100mg. The verification scale interval (e) is 1mg and scale interval (d) is 0.1 mg. It has a tare device with a 100 percent subtractive retained tare effect. The Liquid Crystal Diode (LCD) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

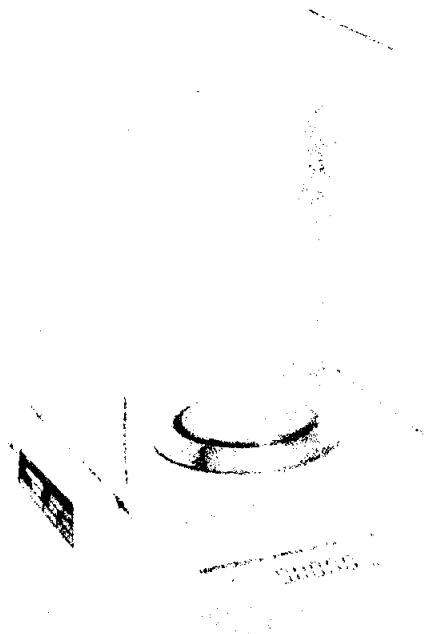


Figure-2—Schematic diagram of sealing provision of the model

Sealing is done by drilling holes in the body of the instrument and stamping plate then a seal wire is passed through these holes which are sealed by applying lead seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg. with verification scale interval (n) in the range of 50,000 or above for ‘e’ value of 1mg. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (207)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 जनवरी, 2010

**का.आ. 418.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स कोरेन एंड सोहन गोम्ब एच, जिगेलड 1, 72336 बलिंगन, जर्मनी द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग 1) वाले “एबीजे” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “कोरेन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स एवन वेइंग सिस्टमस लि., 15, बी विंग, कमल कुंज, मेधा एच एस जी सोसायटी, एस वी रोड, अंधेरी (वेस्ट), मुंबई-400058 महाराष्ट्र द्वारा भारत में बिक्री से पूर्व अथवा बाद में बिना किसी परिवर्तन के विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/536 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक इलैक्ट्रो मैग्नेटिक फोर्स कम्पेनसेशन प्रिंसीपल पर आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 220 ग्रा. है और न्यूनतम क्षमता 100 मि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 मि. ग्रा. है और सत्यापन मापमान अंतराल (डी) 0.1 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एलसीडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति 2 : माडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम।

उपकरण की बाड़ी और स्टाम्पिंग प्लेट में छेद ड्रिल करके सीलिंग की जाती है तब इन छेदों में सील तार गुजार कर लीड सील से सील किया जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 50,000 या ऊपर की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की क्षमता वाले हैं और “ई” मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$  और  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (207)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 2010

**S.O. 418.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of special accuracy (Accuracy Class-I) of series "ABJ" and with brand name "KERN" (hereinafter referred to as the said Model), manufactured by M/s. Kern & Sohn GmbH, Ziegelei 1, 72336 Balingen, Germany and marketed in India without any alteration before or after sale by M/s. Avon Weighing Systems Ltd., 15, 'B' Wing, Kamal Kunj, Megha HSG Soc., S. V. Road, Andheri (W), Mumbai-400058, Maharashtra and which is assigned the approval mark IND/09/08/536;

The said Model is an Electro Magnetic Force Compensation Principle based non-automatic weighing instrument with a maximum capacity of 220 g. and minimum capacity of 100 mg. The verification scale interval (e) is 1mg. and scale interval (d) is 0.1 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230 V, 50 Hz alternative current power supply.

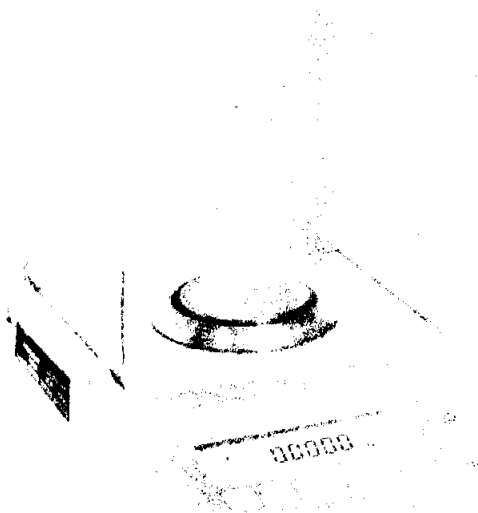


Figure 2 : Schematic diagram of sealing provision of the model.

Sealing is done by drilling holes in the body of the instrument and stamping plate then a seal wire is passed through these holes which are sealed by applying lead seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with verification scale interval (n) in the range of 50,000 or above for 'e' value of 1mg. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (207)/2008]

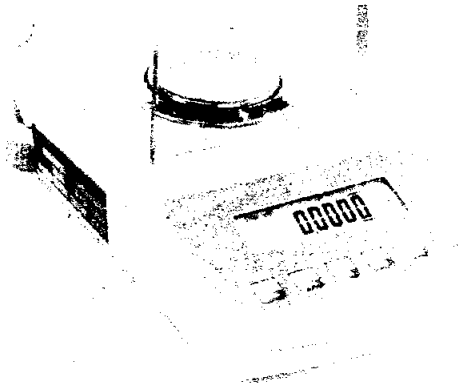
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 जनवरी, 2010

**का.आ. 419.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स केरन एंड सोहन गेम्ब एच, जिगेलइ 1, 72336 बलिंगन, जर्मनी द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग 1) वाले “एएलजे” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “केरन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स एवन वेइंग सिस्टमस लि., 15, बी विंग, कमल कुंज, मेघा एच एस जी सोसायटी, एस वी रोड, अंधेरी (वेस्ट), मुंबई-400058 महाराष्ट्र द्वारा भारत में बिक्री से पूर्व अथवा बाद में बिना किसी परिवर्तन के विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/538 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक इलैक्ट्रो मैग्नेटिक फोर्स कम्पेनसेशन प्रिंसीपल पर आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 220 ग्रा. है और न्यूनतम क्षमता 100 मि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 मि. ग्रा. है और सत्यापन मापमान अंतराल (डी) 0.1 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एलसीडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



**मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम**

उपकरण की बाड़ी और स्टाम्पिंग प्लेट में छेद ड्रिल करके सीलिंग की जाती है तब इन छेदों में सील तार गुजार कर लीड सील से सील किया जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 50,000 या ऊपर की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की क्षमता वाले हैं और “ई” मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$  और  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (207)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान



New Delhi, the 15th January, 2010

**S.O. 419.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top Type) with digital indication of special accuracy (Accuracy Class-I) of series "ALJ" and with brand name "KERN" (hereinafter referred to as the said model), manufactured by M/s. Kern & Sohn GmbH, Ziegelei I, 72336 Balingen, Germany and marketed in India without any alteration before or after sale by M/s. Avon Weighing Systems Ltd., 15, 'B' Wing, Kamal Kunj, Megha HSG Soc., S. V. Road, Andheri (W), Mumbai-400058, Maharashtra and which is assigned the approval mark IND/09/08/538;

The said model is an Electro Magnetic Force Compensation Principle based non-automatic weighing instrument with a maximum capacity of 220 g and minimum capacity of 100 mg. The verification scale interval (e) is 1mg and scale interval (d) is 0.1 mg. It has a tare device with a 100 percent subtractive retained tare effect. The Liquid Crystal Diode (LCD) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

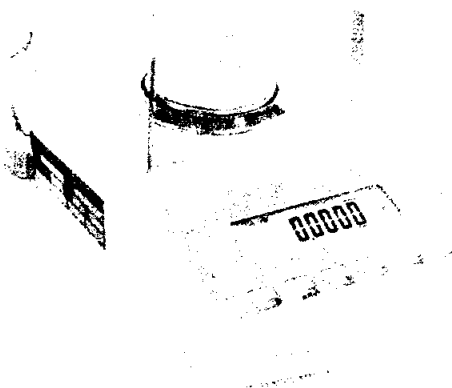


Figure-2—Schematic diagram of sealing provision of the model

Sealing is done by drilling holes in the body of the instrument and stamping plate then a seal wire is passed through these holes which are sealed by applying lead seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg with verification scale interval (n) in the range of 50,000 or above for 'e' value of 1mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (207)/2008]

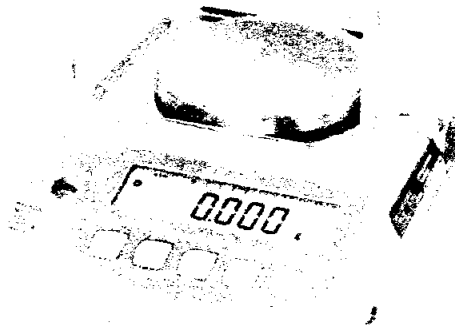
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 जनवरी, 2010

का.आ. 420.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स केरन एंड सोहन गोम्ब एच, जिगेलइ 1, 72336 बर्लिन, जर्मनी द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग 1) वाले “ईजी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “केरन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स एवन वेइंग सिस्टम्स लि., 15, बी विंग, कमल कुंज, मेधा एच एस जी सोसायटी, एस बी रोड, अंधेरी (वेस्ट), मुंबई-400058 महाराष्ट्र द्वारा भारत में बिक्री से पूर्व अथवा बाद में बिना किसी परिवर्तन के विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/537 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक इलैक्ट्रो मैग्नेटिक फोर्स कम्पेनसेशन प्रिंसीपल पर आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 600 ग्रा. है और न्यूनतम क्षमता 1 ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 मि. ग्रा. है और सत्यापन मापमान अंतराल (डी) 1 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एलसीडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

उपकरण की बाड़ी और स्ट्याम्पिंग प्लेट में छेद ड्रिल करके सीलिंग की जाती है तब इन छेदों में सील तार गुजार कर लीड सील से सील किया जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 50,000 या ऊपर की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की क्षमता वाले हैं और “ई” मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$  और  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (207)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 2010

**S.O. 420.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top Type) with digital indication of special accuracy (Accuracy Class-I) of series "EG" and with brand name "KERN" (hereinafter referred to as the said model), manufactured by M/s. Kern & Sohn GmbH, Ziegelei 1, 72336 Balingen, Germany and marketed in India without any alteration before or after sale by M/s. Avon Weighing Systems Ltd., 15, 'B' Wing, Kamal Kunj, Megha HSG Soc., S. V. Road, Andheri (W), Mumbai-400058, Maharashtra and which is assigned the approval mark IND/09/08/537;

The said model is an Electro Magnetic Force Compensation Principle based non-automatic weighing instrument with a maximum capacity of 600g and minimum capacity of 1g. The verification scale interval (e) is 10 mg and scale interval (d) is 1mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230V, 50Hz alternative current power supply.

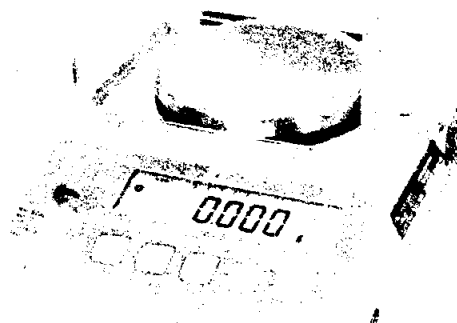


Figure-2—Schematic diagram of sealing provision of the model

Sealing is done by drilling holes in the body of the instrument and stamping plate then a seal wire is passed through these holes which are sealed by applying lead seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 50,000 or above for 'e' value of 1mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (207)/2008]

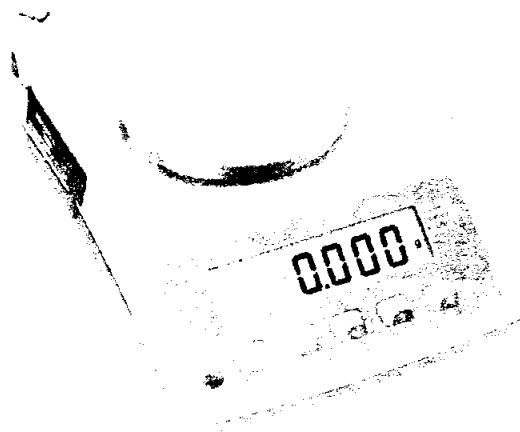
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 15 जनवरी, 2010

का.आ. 421.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स केरन एंड सोहन गोम्ब एच, जिगेलइ I, 72336 बलिंगन, जर्मनी द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग I) वाले "पीएलई" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "केरन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स एवन वेइंग सिस्टम्स लि., 15, बी विंग, कमल कुंज, मेधा एच एस जी सोसायटी, एस वी रोड, अंधेरी (वेस्ट), मुंबई-400 058 महाराष्ट्र द्वारा भारत में बिक्री से पूर्व अथवा बाद में बिना किसी परिवर्तन के विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/539 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक इलैक्ट्रो मैग्नेटिक फोर्स कम्पेन्सेशन प्रिंसीपल पर आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 200 ग्रा. है और न्यूनतम क्षमता 100 मि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 मि. ग्रा. है और सत्यापन मापमान अंतराल (डी) 1 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एलसीडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

उपकरण की बाड़ी और स्टाम्पिंग प्लेट में छेद ड्रिल करके सीलिंग की जाती है तब इन छेदों में सील तार गुजार कर लीड सील से सील किया जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 50,000 या ऊपर की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$  और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (207)/2008]

आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th January, 2010

**S.O. 421.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of special accuracy (Accuracy Class-I) of series "PLE" and with brand name "KERN" (hereinafter referred to as the said model), manufactured by M/s. Kern & Sohn GmbH, Ziegelei 1, 72336 Balingen, Germany and marketed in India without any alteration before or after sale by M/s. Avon Weighing Systems Ltd., 15, 'B' Wing, Kamal Kunj, Megha HSG Soc., S. V. Road, Andheri (W), Mumbai-400 058, Maharashtra and which is assigned the approval mark IND/09/08/539;

The said model is an Electro Magnetic Force Compensation Principle based non-automatic weighing instrument with a maximum capacity of 200 g and minimum capacity of 100 mg. The verification scale interval (e) is 1mg and scale interval (d) is 1mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230V, 50Hz alternative current power supply.

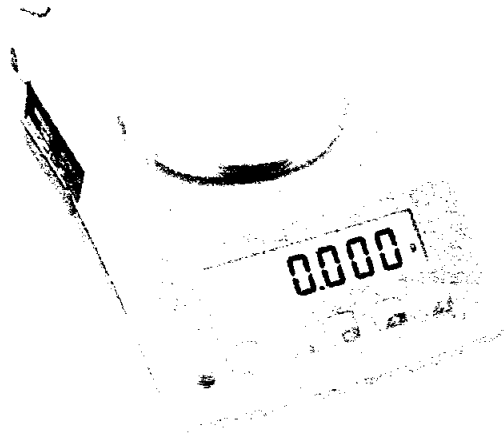


Figure-2—Schematic diagram of sealing provision of the model

Sealing is done by drilling holes in the body of the instrument and stamping plate then a seal wire is passed through these holes which are sealed by applying lead seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 50,000 or above for 'e' value of 1mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (207)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

**का.आ. 422.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स डाटा लॉजिक स्कैनिंग इंक, 959 टैरी स्ट्रीट, इयूगेन, ओआर 97404, यूएसए द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "8404" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक टेबल टॉप टाइप स्कैनर कम वेइंग स्कैल) के मॉडल का, जिसके ब्रांड का नाम "मेगलान 8400" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स ऐसे टेक्नोलोजी प्रा. लि., सी-3, ऐसे सुहागराज इंडस्ट्रियल इस्टेट, 62/3, बेगुर होबली रोड, बोम्बेनाहल्ली, बंगलोर-560068 द्वारा भारत में बिक्री से पूर्व अथवा बाद में बिना किसी परिवर्तन के विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/100 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (इलेक्ट्रॉनिक टेबल टॉप टाइप स्कैनर कम वेइंग स्कैल) तोलन उपकरण है। इसकी अधिकतम क्षमता 15 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एलसीडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। सामान्यतः तोलन के अतिरिक्त, वेइंग स्कैल को उत्पाद या पैकेज को जब पलेटन पर रखा जाता है तो स्कैनिंग के प्रयोग में भी लाया जाता है। स्कैल में ग्राहक की आवश्यकतानुसार कंप्यूटर, प्रिंटर, स्कैनर आदि अंतरापृष्ठ हैं। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### आकृति-2 सीलिंग-प्रावधान का योजनाबद्ध डायग्राम

उपकरण में दिए गए छेदों में से लीड और वायर कस कर वे पेन को सील किया जाता है। सील तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^{-3}$ ,  $2 \times 10^{-3}$  और  $5 \times 10^{-3}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं.-डब्ल्यू एम-21 (49)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

**S.O. 422.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic tabletop type-Scanner-cum-weighing scale) with digital indication of "8404" series of medium accuracy (Accuracy Class-III) and with brand name "MAGELLAN 8400" (hereinafter referred to as the said model), manufactured by M/s. Datalogic Scanning Inc., 959 Terry Street, Eugene, OR 97404, USA and marketed in India without any alteration before or after sale by M/s. Essae Technologys Pvt. Ltd, C-3, Essae Suhagraja Industrial Estate, 62/3, Begur Hobli Road, Bommanahalli, Bangalore-560068 and which is assigned the approval mark IND/09/08/100;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic tabletop type-scanner-cum-weighing scale) with a maximum capacity of 15kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Liquid Crystal Diode (LCD) display indicates the weighing results. Apart from normal weighing, the weighing scale can be used for scanning of the product or package when placed on the platen. The scale can be interfaced with computer, printer, scanner etc. as per the requirement of the customer. The instrument operates on 230Volts, 50Hz alternative current power supply.



Figure-2—Sealing diagram of sealing provision of the model

The weigh pan is sealed by means of lead and wire fastened through the holes provided in the instrument. The instrument can not be opened without breaking the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (49)/2008]

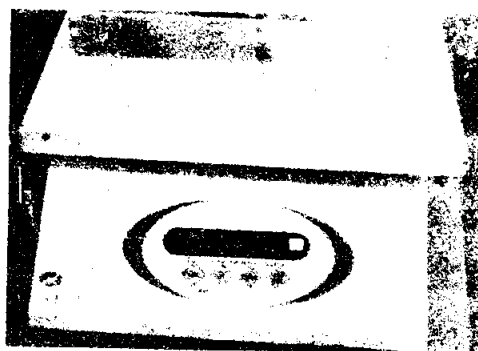
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

**का.आ. 423.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स राजकोट इंजीनियरिंग वर्क्स, प्रथम कि.मी. स्टोन, तोशाम रोड, हांसी-125033 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “जे टी” श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “जेईटी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/08/253 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों से रोकने के लिए सीलिंग प्वाइंट के स्टेम्पिंग प्लेट पर चिपका दिया जाता है और वेइंग स्केल के सूचक कं बेस और आउटर कवर को जोड़ दिया जाता है तथा उसके बाद स्टेम्पिंग प्लेट के साथ-साथ इन छेदों में से एक विशेष प्रकार की गुणवत्ता वाले धातु के तार को पास किया जाता है और उसके बाद लीड सील से उसे सील कर दिया जाता है। सील तोड़े बिना इंडीकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$  और  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (108)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान



New Delhi, the 20th January, 2010

**S.O. 423.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "JT" series of medium accuracy (accuracy class-III) and with brand name "JET" (hereinafter referred to as the said model), manufactured by M/s. Rajkot Engineering Works, 1st Km Stone, Tosham Road, Hansi-125033, Distt. Hissar, Haryana and which is assigned the approval mark IND/09/08/253;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light emitting Diode (LED) display indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.

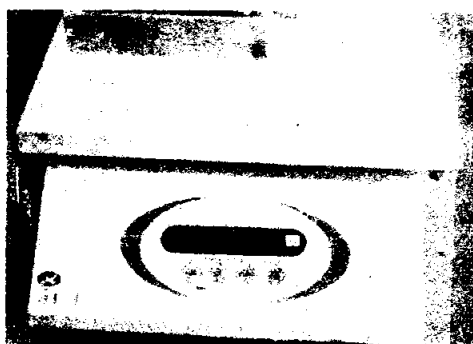


Figure-2-Sealing diagram of the model

Sealing point is affixed on the stamping plate to avoid the fraudulent use, the base and outer cover of the weighing scale are joined with head whole screws at the two corners of the instrument and then a special quality metal wire passes through these holes along with the stamping plate and then sealed by the lead seal. The machine can not be opened without breaking the seals. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (108)/2008]

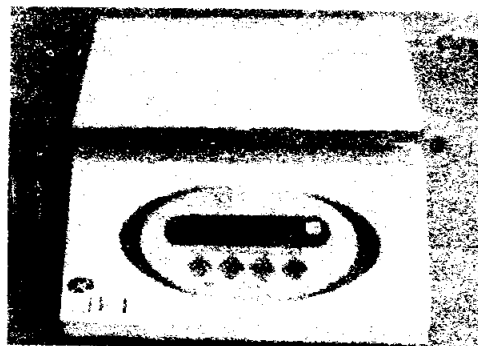
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

**का.आ. 424.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स राजकोट इंजीनियरिंग वर्क्स, प्रथम कि.मी. स्टोन, तोशाम रोड, हांसी-125033 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले “जेटीजे” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “जेईटी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/08/254 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 20 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों से रोकने के लिए सीलिंग प्वाइंट के स्टैम्पिंग प्लेट पर चिपका दिया जाता है और वेइंग स्केल के सूचक के बेस और आउटर कवर को जोड़ दिया जाता है तथा उसके बाद स्टैम्पिंग प्लेट के साथ-साथ इन छेदों में से एक विशेष प्रकार की गुणवत्ता वाले धातु के तार को पास किया जाता है और उसके बाद लीड सील से उसे सील कर दिया जाता है। सील तोड़े बिना इंडीकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के “ई” मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^*$ ,  $2 \times 10^*$  और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (108)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

S.O. 424.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "JTJ" and with brand name "JET" (hereinafter referred to as the said model), manufactured by M/s. Rajkot Engineering Works, 1st Km Stone, Tosham Road, Hansi-125033, Distt. Hissar, Haryana and which is assigned the approval mark IND/09/08/254;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 20kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light emitting Diode (LED) display indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.

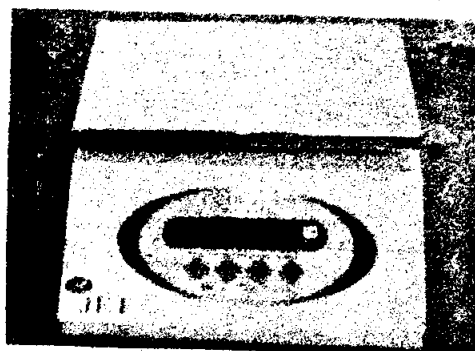


Figure-2 Schematic diagram of the model

Sealing point is affixed on the stamping plate to avoid the fraudulent use, the base and outer cover of the weighing scale are joined with head whole screws at the two corners of the instrument and then a special quality metal wire passes through these holes along with the stamping plate and then sealed by the lead seal. The machine cannot be opened without breaking the seals. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (108)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

का.आ. 425.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स राजकोट इंजीनियरिंग वर्क्स, प्रथम कि.मी. स्टोन, तोशाम रोड, हांसी-125033 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “जेपी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “जेईटी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/08/255 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 200 कि.ग्रा. और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट्स और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों से रोकने के लिए सीलिंग प्वाइंट के स्टैम्पिंग प्लेट पर चिपका दिया जाता है और वेइंग स्केल के सूचक के बेस और आउटर कवर को जोड़ दिया जाता है तथा उसके बाद स्टैम्पिंग प्लेट के साथ-साथ इन छेदों में से एक विशेष प्रकार की गुणवत्ता वाले धातु के तार को पास किया जाता है और उसके बाद लीड सील से उसे सील कर दिया जाता है। सील तोड़े बिना इंडीकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^*$ ,  $2 \times 10^*$  और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (108)/2008]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

**S.O. 425.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series "JP" and with brand name "JET" (hereinafter referred to as the said model), manufactured by M/s. Rajkot Engineering Works, 1st Km Stone, Tosham Road, Hansi-125033, Distt. Hissar, Haryana and which is assigned the approval mark IND/09/08/255;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 200kg. and minimum capacity of 1kg. The verification scale interval (e) is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.

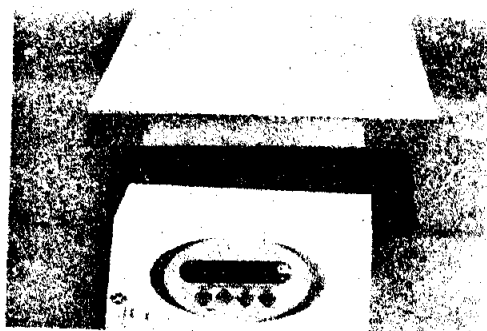


Figure-2 Sealing provision of the indicator of model

Sealing point is affixed on the stamping plate to avoid the fraudulent use, the base and outer cover of the indicator of the weighing scale are joined with head whole screws at the two corners of the indicator and then a special quality metal wire passes through these holes along with the stamping plate and then sealed by the lead seal. The indicator can not be opened without breaking the seals. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (108)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

का.आ. 426.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स राजकोट इंजीनियरिंग वर्क्स, प्रथम कि.मी. स्टोन, तोशाम रोड, हांसी-125033 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले “जेपीएच” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “जेईटी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/08/256 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 200 कि.ग्रा. और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 20 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों से रोकने के लिए सीलिंग प्वाइंट के स्टैम्पिंग प्लेट पर चिपका दिया जाता है और वेइंग स्केल के सूचक के बेस और आउटर कवर को जोड़ दिया जाता है तथा उसके बाद स्टैम्पिंग प्लेट के साथ-साथ इन छेदों में से एक विशेष प्रकार की गुणवत्ता वाले धातु के तार को पास किया जाता है और उसके बाद लीड सील से उसे सील कर दिया जाता है। सील तोड़ बिना इंडीकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^*$ ,  $2 \times 10^*$  और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (108)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

**S.O. 426.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of high accuracy (Accuracy class-II) of series "JPH" and with brand name "JET" (hereinafter referred to as the said model), manufactured by M/s. Rajkot Engineering Works, 1st Km Stone, Tosham Road, Hansi-125033, Distt. Hissar, Haryana and which is assigned the approval mark IND/09/08/256;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 200kg. and minimum capacity of 1kg. The verification scale interval (e) is 20g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.



Figure-2 Sealing Diagram

Sealing point is affixed on the stamping plate to avoid the fraudulent use, the base and outer cover of the indicator of the weighing scale are joined with head whole screws at the two corners of the indicator and then a special quality metal wire passes through these holes along with the stamping plate and then sealed by the lead seal. The indicator cannot be opened without breaking the seals. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5,000kg. with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (108)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

का.आ. 427.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ग्लैक्सी स्केल्स एंड सिस्टम्स प्रा. लि., होटल विकास इंटर नेशनल काम्प्लैक्स, जी. एस. रोड, गुवाहाटी-781008 असम द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले “जीटी-2” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम “ग्लैक्सी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/08/427 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

उपकरण की बाड़ी पर एक ओर दिए गए छेदों में सील द्वारा “लीड एंड वायर” का प्रयोग करते हुए सीलिंग की जाती है। सील तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के “ई” मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$  और  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (148)/2008]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान



New Delhi, the 20th January, 2010

**S.O. 427.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy Class-II) of series "GT-2" and with brand name "GALAXY" (hereinafter referred to as the said model), manufactured by M/s. Galaxy Scales & System Pvt. Ltd., Hotel Vikash International Complex, G. S. Road, Guwahati-781008, Assam and which is assigned the approval mark IND/09/08/427;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

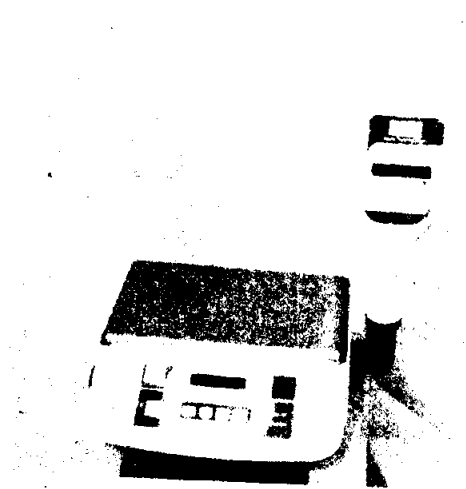


Figure-2 Schematic diagram of the model

Sealing can be done by applying 'lead & wire' seal through the holes provided on one side of the body of the instrument. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg to 50 mg and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (148)/2008]

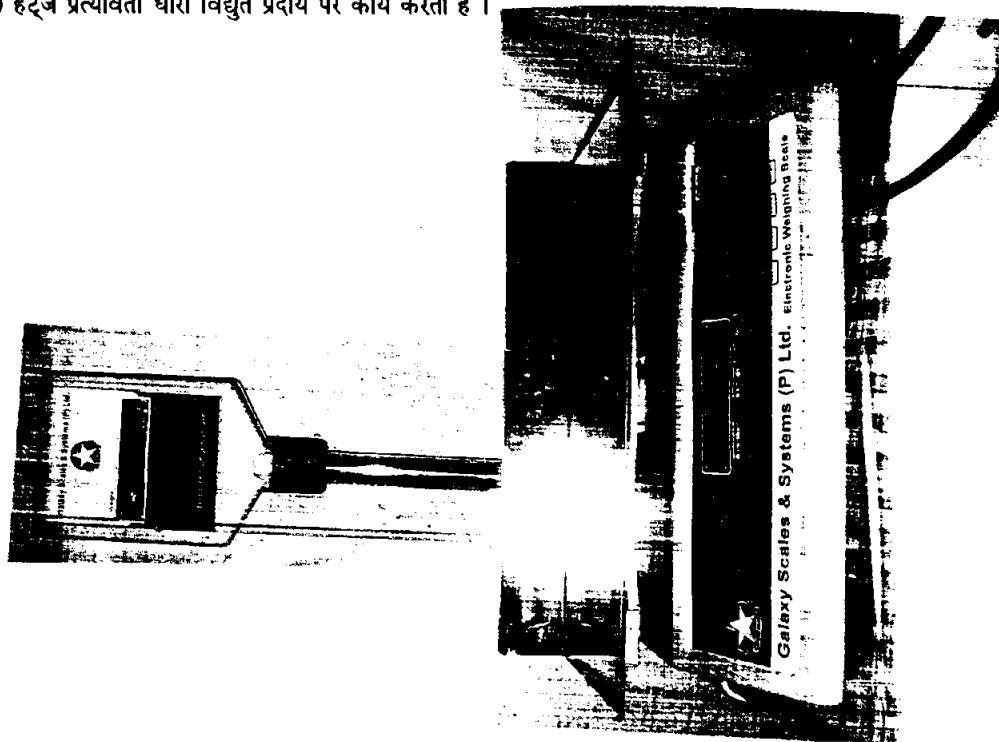
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

का.आ. 428.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ग्लैक्सी स्केल्स एंड सिस्टम्स प्रा. लि., होटल विकास इंटर नेशनल काम्प्लैक्स, जी.एस. रोड, गुवाहाटी-781008 असम द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "जी पी-3" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "ग्लैक्सी" हैं (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/428 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

उपकरण के बाड़ी पर एक और दिए गए छेदों में सील द्वारा "लीड एंड वायर" का प्रयोग करते हुए सीलिंग की जाती है। सील तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ ,  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (148)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

**S.O. 428.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Tabletop type) with digital indication of "GT-3" series of medium accuracy (accuracy class-III) and with brand name "GALAXY" (hereinafter referred to as the said model), manufactured by M/s. Galaxy Scales & System Pvt. Ltd., Hotel Vikash International Complex, G. S. Road, Guwahati-781008, Assam and which is assigned the approval mark IND/09/08/428;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure-2—Sealing diagram of the model

Sealing can be done by applying 'lead and wire' seal through the holes provided on one side of the body of the instrument. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2 g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (148)/2008]

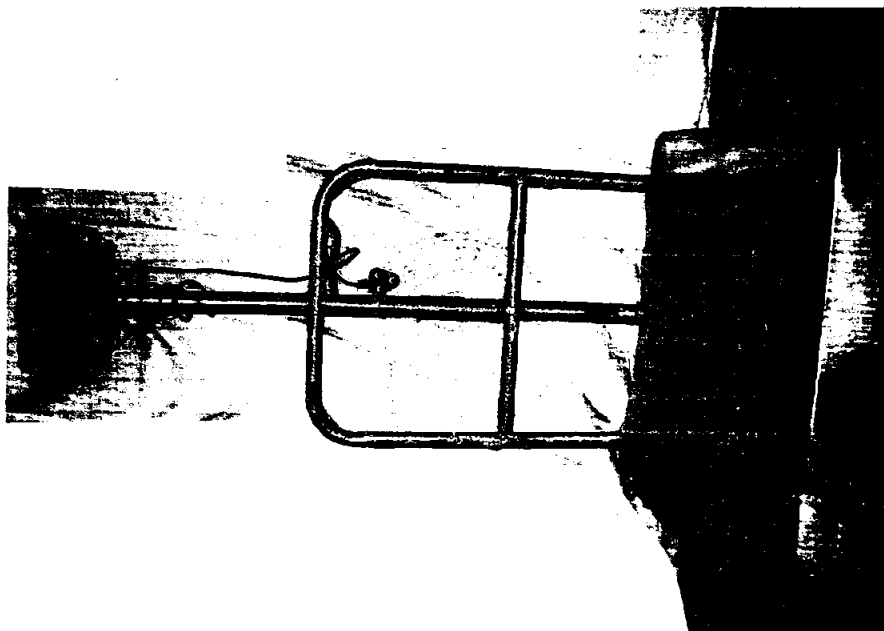
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

का.आ. 429.—केंद्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स ग्लैक्सी स्केल्स एंड सिस्टम्स प्रा. लि., होटल विकास इंटरनेशनल काम्प्लैक्स, जी.एस. रोड, गुवाहाटी-781008, असम द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “जी पी-2” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “ग्लैक्सी” हैं (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/429 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 2,000 कि.ग्रा. और न्यूनतम क्षमता 5 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 सीलिंग प्रावधान

उपकरण की बाड़ी पर एक और दिए गए छेदों में सील द्वारा “लीड एंड वायर” का प्रयोग करते हुए सीलिंग की जाती है। सील तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केंद्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5,000 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^*$ ,  $2 \times 10^*$ ,  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (148)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

**S.O. 429.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of high accuracy (accuracy class-II) of series "GP-2" and with brand name "GALAXY" (hereinafter referred to as the said model), manufactured by M/s. Galaxy Scales & System Pvt. Ltd., Hotel Vikash International Complex, G. S. Road, Guwahati-781008, Assam and which is assigned the approval mark IND/09/08/429;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 2,000kg. and minimum capacity of 5 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

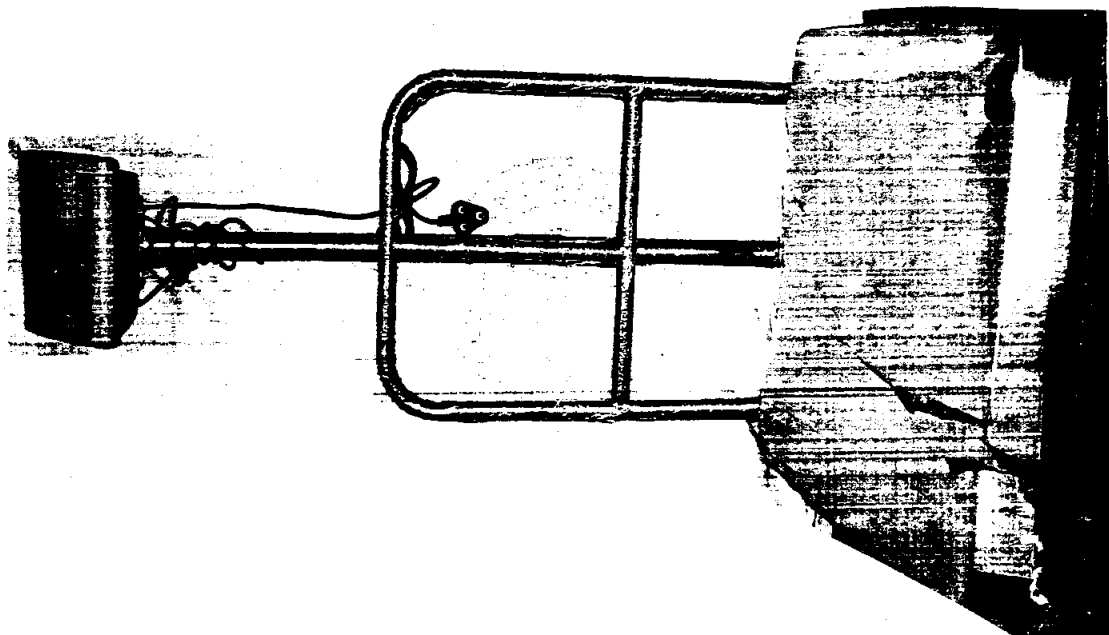


Figure-2—Sealing diagram

Sealing can be done by applying 'lead and wire' seal through the holes provided on one side of the body of the indicator of the instrument. The instrument cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and upto 5,000 kg. with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (148)/2008]

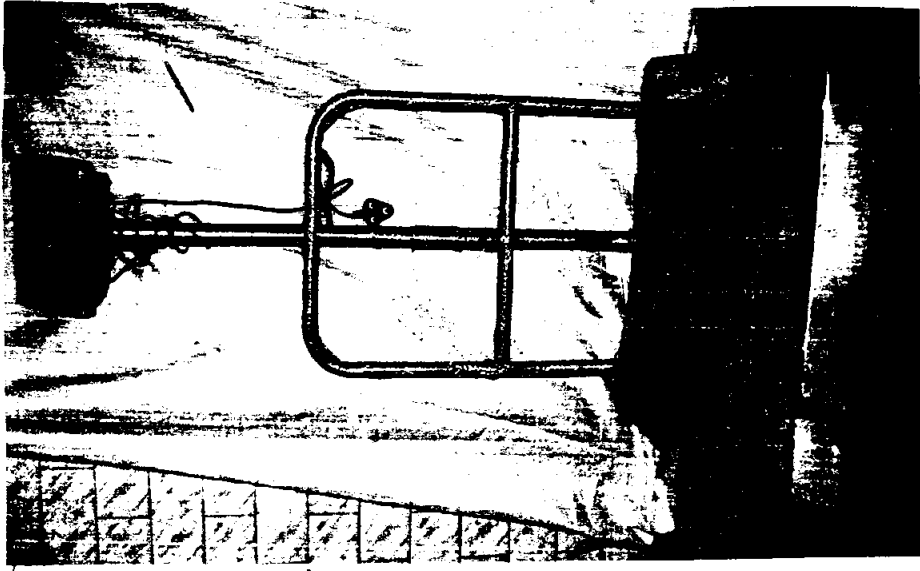
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

का.आ. 430.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स ग्लैक्सी स्केल्स एंड सिस्टम्स प्रा. लि., होटल विकास इंटरनेशनल काम्प्लैक्स, जी.एस. रोड, गुवाहाटी-781008ए असम, द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "जी पी-3" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "ग्लैक्सी" हैं (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/430 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 2,000 कि.ग्रा. और न्यूनतम क्षमता 10 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 500 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 सीलिंग प्रावधान

उपकरण की बाड़ी पर एक और दिए गए छेदों में सील द्वारा "लीड एंड वायर" का प्रयोग करते हुए सीलिंग की जाती है। सील तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5,000 कि.ग्रा. की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$  और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (148)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

**S.O. 430.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series "GP-3" and with brand name "GALAXY" (hereinafter referred to as the said model), manufactured by M/s. Galaxy Scales & System Pvt. Ltd., Hotel Vikash International Complex, G. S. Road, Guwahati-781008, Assam and which is assigned the approval mark IND/09/08/430;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 2000kg. and minimum capacity of 10 kg. The verification scale interval (e) is 500g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

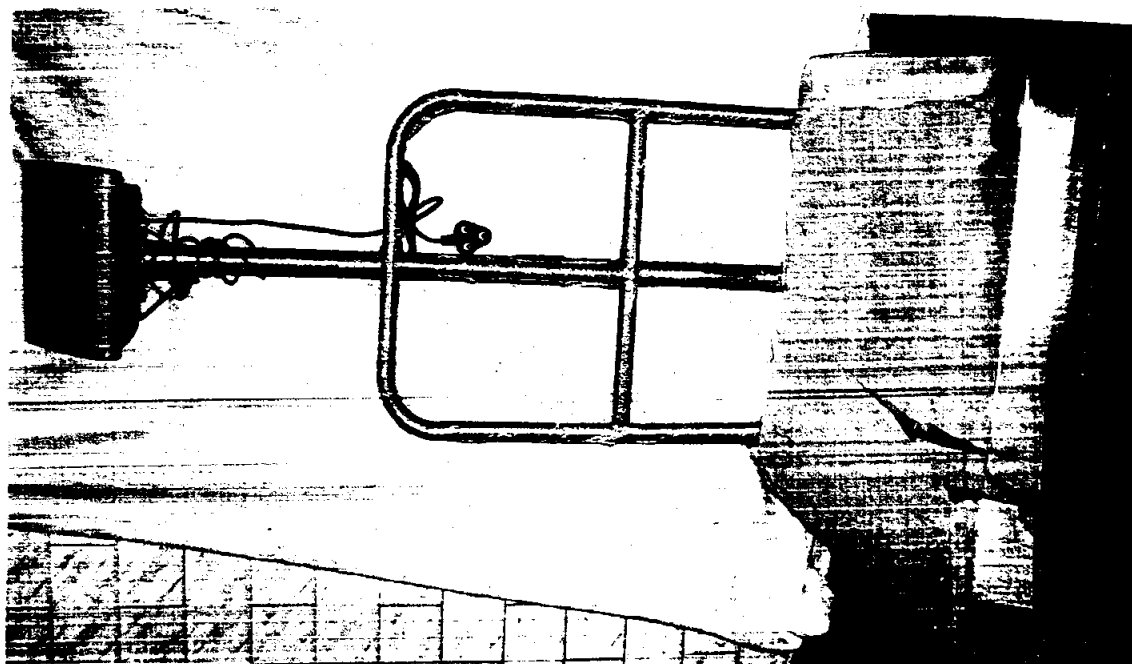


Figure-2—Sealing provision of the indicator of model

Sealing can be done by applying 'lead and wire' seal through the holes provided on one side of the body of the indicator of the instrument. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and upto 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (148)/2008]

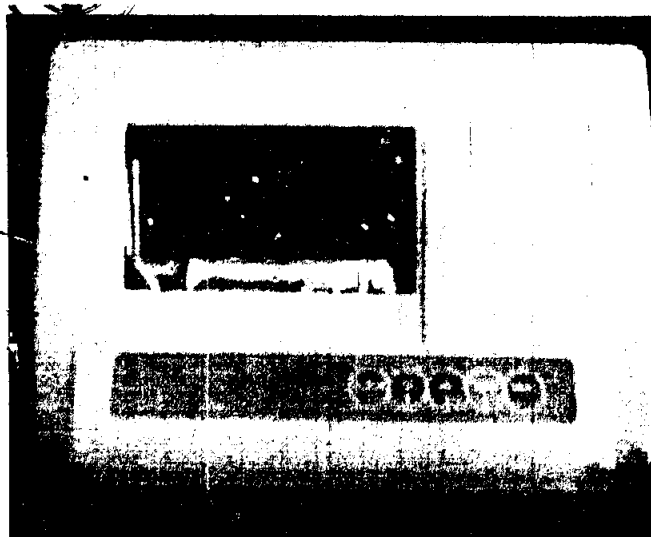
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

का.आ. 431.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ग्लैक्सी स्केल्स एंड सिस्टम्स प्रा. लि., होटल विकास इंटरनेशनल काम्प्लैक्स, जी.एस. रोड, गुवाहाटी-781008 असम द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “जी एच पी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म कन्वर्सन किट टाइप) के मॉडल का, जिसके ब्रांड का नाम “ग्लैक्सी” हैं (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/431 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म कन्वर्सन किट टाइप) है। इसकी अधिकतम क्षमता 2000 कि.ग्रा. और न्यूनतम क्षमता 10 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 500 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 सीलिंग प्रावधान

उपकरण की बाड़ी पर एक और दिए गए छेदों में सील द्वारा “लोड एंड वायर” का प्रयोग करते हुए सीलिंग की जाती है। सील तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^*$ ,  $2 \times 10^*$ ,  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (148)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान



New Delhi, the 20th January, 2010

**S.O. 431.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform conversion kit type) with digital indication of medium accuracy (Accuracy class-III) of series "GHP" and with brand name "GALAXY" (hereinafter referred to as the said model), manufactured by M/s. Galaxy Scales & System Pvt. Ltd., Hotel Vikash International Complex, G. S. Road, Guwahati-781008, Assam and which is assigned the approval mark IND/09/08/431;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform conversion kit type) with a maximum capacity of 2000kg. and minimum capacity of 10 kg. The verification scale interval (e) is 500g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

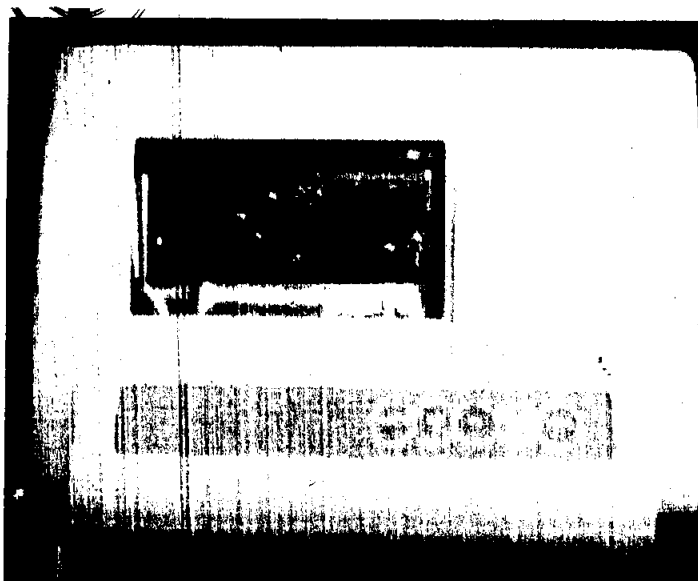


Figure-2—Sealing provision of the indicator of model

Sealing can be done by applying 'lead and wire' seal through the holes provided on one side of the body of the indicator of the instrument. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and upto 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (148)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

**का.आ. 432.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ग्लैक्सी स्केल्स एंड सिस्टम्स प्रा. लि., होटल विकास इंटरनेशनल काम्प्लैक्स, जी.एस. रोड, गुवाहाटी-781008 असम द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “जी एच एस” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (हेंगिंग टाइप) के मॉडल का, जिसके ब्रांड का नाम “ग्लैक्सी” हैं (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/432 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (हेंगिंग टाइप) है। इसकी अधिकतम क्षमता 200 कि.ग्रा. और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 सीलिंग प्रावधान

उपकरण की बाड़ी पर एक और दिए गए छेदों में सील द्वारा “लीड एंड वायर” का प्रयोग करते हुए सीलिंग की जाती है। सील तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^*$ ,  $2 \times 10^*$ ,  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (148)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

**S.O. 432.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Hanging type) with digital indication of medium accuracy (accuracy class-III) of series "GHS" and with brand name "GALAXY" (hereinafter referred to as the said model), manufactured by M/s. Galaxy Scales & System Pvt. Ltd., Hotel Vikash International Complex, G. S. Road, Guwahati-781008, Assam and which is assigned the approval mark IND/09/08/432;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 200 kg. and minimum capacity of 1 kg. The verification scale interval (e) is 50g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure-2—Sealing provision of the indicator of model

Sealing can be done by applying 'lead and wire' seal through the holes provided on one side of the body of the indicator of the instrument. The instrument cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and upto 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21 (148)/2008]

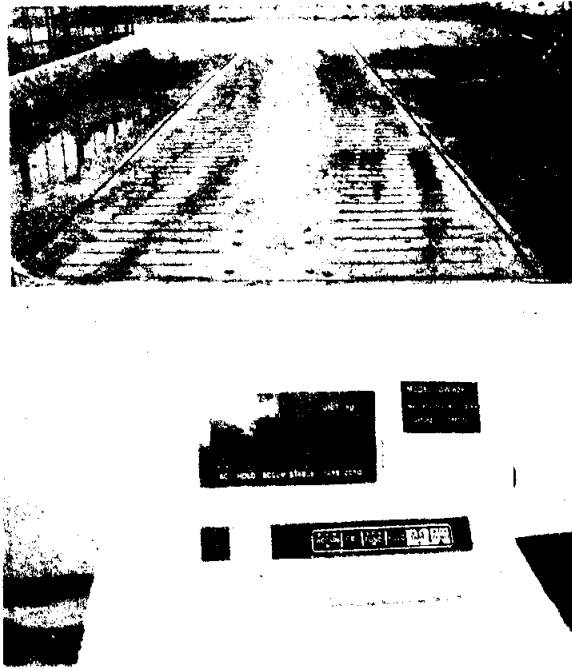
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

**का.आ. 433.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ग्लैक्सी स्केल्स एंड सिस्टम्स प्रा. लि., होटल विकास इंटरनेशनल काम्प्लैक्स, जी.एस. रोड, गुवाहाटी-781008 असम द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “जी डब्ल्यू” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज टाइप) के मॉडल का, जिसके ब्रांड का नाम “ग्लैक्सी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/433 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (वेब्रिज टाइप) तोलन उपकरण है। इसकी अधिकतम क्षमता 60 टन है और न्यूनतम क्षमता 200 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 सीलिंग प्रावधान

उपकरण की बाड़ी पर एक ओर दिए गए छेदों में सील द्वारा “लीड एंड वायर” का प्रयोग करते हुए सीलिंग की जाती है। सील तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से अधिक और 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^*$ ,  $2 \times 10^*$ ,  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (148)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

**S.O. 433.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Weighbridge type) with digital indication of medium accuracy (Accuracy class-III) of series "GW" and with brand name "GALAXY" (hereinafter referred to as the said model), manufactured by M/s. Galaxy Scales & System Pvt. Ltd., Hotel Vikash International Complex, G. S. Road, Guwahati-781008, Assam and which is assigned the approval mark IND/09/08/433;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge type) with a maximum capacity of 60 tonne and minimum capacity of 200 kg. The verification scale interval (e) is 10 kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

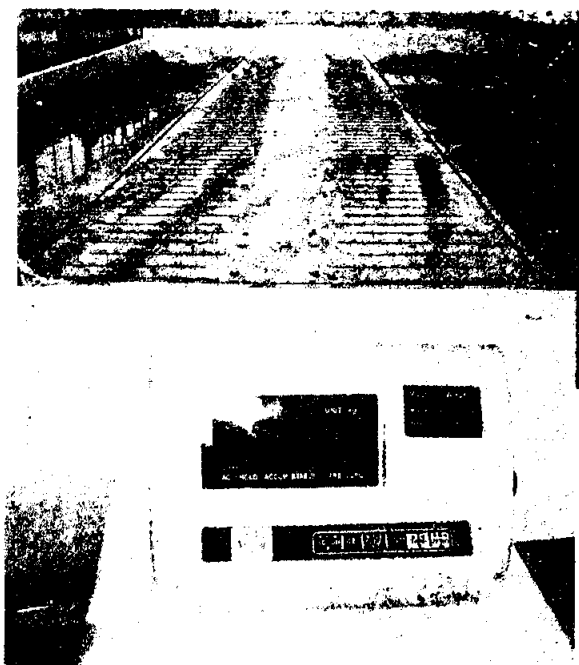


Figure-2—Sealing provision of the indicator of model

Sealing can be done by applying 'lead and wire' seal through the holes provided on one side of the body of the indicator of the instrument. The instrument cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and upto 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (148)/2008]

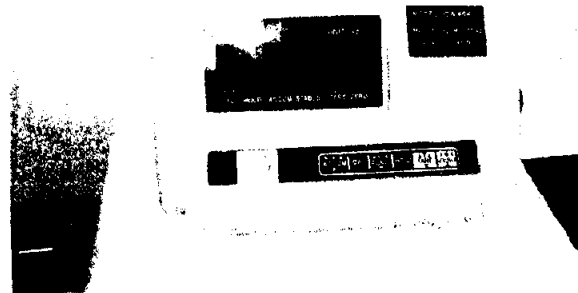
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

**का.आ. 434.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स ग्लैक्सी स्केल्स एंड सिस्टम्स प्रा. लि., होटल विकास इंटरनेशनल काम्प्लैक्स, जी.एस. रोड, गुवाहाटी-781008 असम द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “जी एच डब्ल्यू” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज कन्वर्सन किट टाइप) के माडल का, जिसके ब्रांड का नाम “ग्लैक्सी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/434 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (वेब्रिज कन्वर्सन किट टाइप) का तोलन उपकरण है। इसकी अधिकतम क्षमता 60 टन है और न्यूनतम क्षमता 200 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### आकृति-2 सीलिंग प्रावधान

उपकरण के बाडी पर एक ओर दिए गए छेदों में सील द्वारा “लीड एंड वायर” का प्रयोग करते हुए सीलिंग की जाती है। सील तोड़ें बिना उपकरण को खोला नहीं जा सकता। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से अधिक और 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^*$ ,  $2 \times 10^*$  और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (148)/2008]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

S.O. 434.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Weighbridge Conversion Kit Type) with digital indication of medium accuracy (Accuracy class-III) of series "GHW" and with brand name "GALAXY" (hereinafter referred to as the said model), manufactured by M/s. Galaxy Scales & System Pvt. Ltd., Hotel Vikash International Complex, G. S. Road, Guwahati-781008, Assam and which is assigned the approval mark IND/09/08/434;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge Conversion Kit Type) with a maximum capacity of 60 tonne and minimum capacity of 200 kg. The verification scale interval (e) is 10 kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

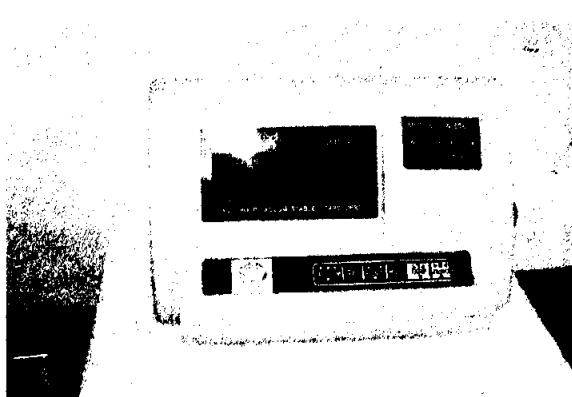


Figure-2—Sealing provision of the indicator of the model

Sealing can be done by applying 'lead and wire' seal through the holes provided on one side of the body of the indicator of the instrument. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and upto 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21 (148)/2008]

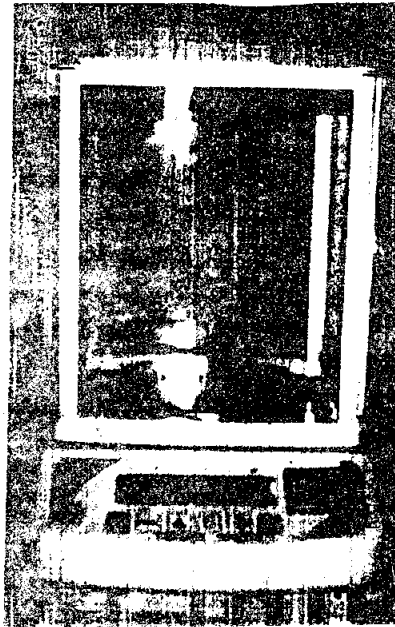
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

फा.आ. 435.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स ग्लैक्सी स्केल्स एंड सिस्टम्स प्रा. लि., होटल विकास इंटरनेशनल काम्प्लेक्स, जी.एस. रोड, गुवाहाटी-781008, असम द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग 1) वाले "जी एच" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "ग्लैक्सी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/463 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक इलेक्ट्रो मैग्नेटिक फोर्स कंप्रेशन सिद्धांत पर आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1 कि.ग्रा. है और न्यूनतम क्षमता 1 ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

उपकरण की बाड़ी पर एक ओर दिए गए छेदों में सील द्वारा "लीड एंड वायर" का प्रयोग करते हुए सीलिंग की जाती है। सील तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 50,000 या ऊपर की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की क्षमता वाले हैं और "ई" मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$  और  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (148)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान



New Delhi, the 20th January, 2010

**S.O. 435.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions.

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of special accuracy (Accuracy class-I) of series "GH" and with brand name "GALAXY" (hereinafter referred to as the said model), manufactured by M/s. Galaxy Scales & System Pvt. Ltd., Hotel Vikash International Complex, G. S. Road, Guwahati-781008, Assam and which is assigned the approval mark IND/09/08/463;

The said model is an electro magnetic force compensation principle based non-automatic weighing instrument with a maximum capacity of 1 kg and minimum capacity of 1 g. The verification scale interval (e) is 10 mg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

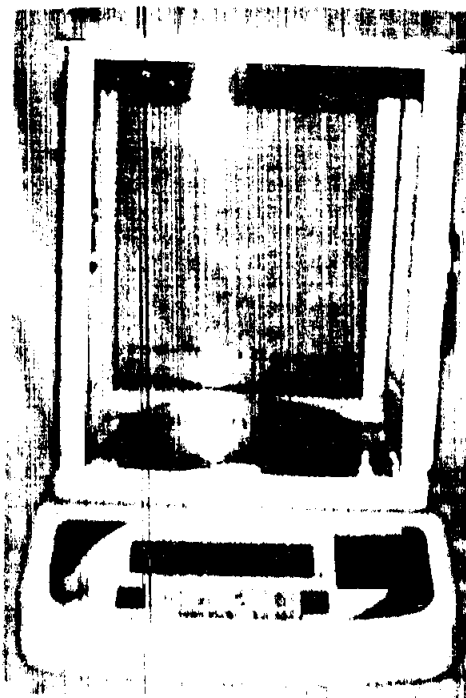


Figure-2—Schematic diagram of sealing provision of the model.

Sealing can be done by applying 'lead and wire' seal through the holes provided on one side of the body of the instrument. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg with verification scale interval (n) in the range of 50,000 or above for 'e' value of 1mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (148)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology.

नई दिल्ली, 20 जनवरी, 2010

का.आ. 436.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स शेखर ब्रादर्स, प्लॉट नं. 58, सेक्टर-6, फरीदाबाद, हरियाणा द्वारा विनिर्मित "एमएम" शृंखला के अंकक सूचन सहित "टैक्सी/आटो रिक्षा फेयर मीटर" अंकक सूचन सहित, के मॉडल का, जिसके ब्रांड का नाम "मंकी मीटर" हैं (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/307 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल "टैक्सी/आटो रिक्षा फेयर मीटर" है जो समय और दूरी मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के यात्रियों द्वारा देय भाड़ा, तय की गई दूरी और निर्धारित स्पीड से कम पर व्यतीत किए गए समय का फलन है जो प्राधिकृत शुल्क के अनुसार अनुपूरक भाड़े से स्वतंत्र है। मीटर की रीडिंग लाइट इमिटिंग डायोड (एल ई डी) द्वारा दर्शायी जाती है। टैक्सी मीटर का 'के' फेक्टर 1270 प्लसेस प्रति किलोमीटर पर चलता है। इसमें आर एस 232/आर एस 485 सीरियल पोर्ट फार कम्युनिकेशन, रेडियो फ्रीक्वेंसी कम्युनिकेशन (आरएफ), ग्लोबल पोजिशनिंग सिस्टम (जीपीएस), ग्रुप पॉकेट रेडियो स्विचिंग (जीपीआरएस), मोबाइल कम्युनिकेशन के लिए ग्लोबल सिस्टम (जीएसएम), क्रेडिट कार्ड रीडर, रिले आऊटपुट और बिल प्रिंटर सुविधा है।



#### आकृति-2 उपकरण के मॉडल का सीलिंग प्रावधान

मीटर की सीलिंग के लिए सालिड हैड क्रॉस होल सीलिंग स्कूज हैं और इन स्कूज के होल में से तार निकाल कर लीड मेटेरीयल से सील किया जाता है। सील से छेड़छाड़ किए बिना मीटर खोला नहीं जा सकता। मॉडल की सीलिंग व्यवस्था का एक विशिष्ट स्कीम आधारित डायग्राम ऊपर दिया गया है।

[फा. सं. डब्ल्यू एम-21 (142)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

**S.O. 436.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model "Taxi/Auto Rickshaw Fare Meter" with digital indication (hereinafter referred to as the said model) of "MM" series with brand name "MUNKY METER" manufactured by M/s. Shekhar Brothers, Plot No. 58, Sector-6, Faridabad, Haryana and which is assigned the approval mark IND/09/08/307;

The said model of "Taxi/Auto Rickshaw Fare Meter" is a time and distance measuring instrument which totalizes continuously and indicate the fare, at any moment of journey, the charges payable by the passenger of a public vehicle as function of the distance traveled, and below a certain speed on the length of the time taken; this being independent of supplementary charges according to the authorized tariffs. The reading of the meter is indicated by Light Emitting Diode (LED). The 'K' factor of the Taxi/Auto Rickshaw fare meter is 1270 pulses per kilometer. The meter is along with RS 232/RS 485 serial port for communication, Radio Frequency Communication (RF), Global Positioning System (GPS), Group Pocket Radio Switching (GPRS), Global System of Mobile Communication (GSM), Credit Card Reader, Relay Output and Bill Printer Facility.

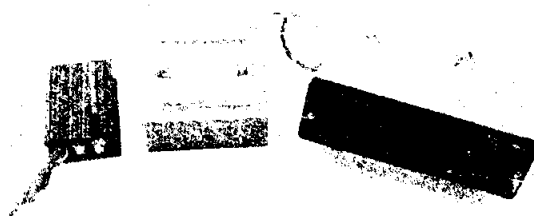


Figure-2—Sealing diagram of sealing provision of the model

For sealing the meter there are solid head cross hole sealing screws and a wire is passed through the holes of these screws and to be sealed by the lead material. The meter can not be opened without breaking the seals. A typical schematic diagram of sealing provision of the model is given above.

[F. No. WM-21 (142)/2008]

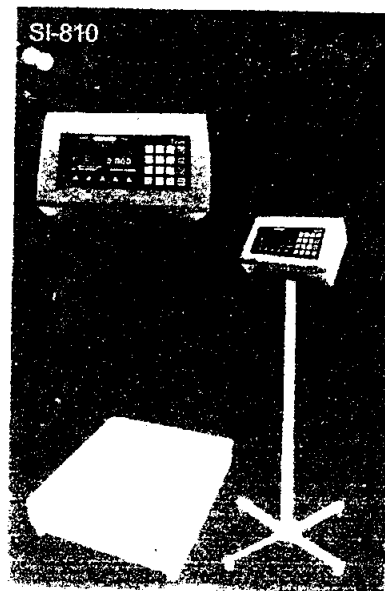
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

का.आ. 437.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ऐसै-टेराओका लिमिटेड, नं. 377/22, 6th फ़्लास, विलसन गार्डन, बंगलौर-560027 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एस आई-810" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ऐसै" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/259 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 150 कि.ग्रा. है और न्यूनतम क्षमता 500 ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। सामान्य तोलन के अलावा इस तोलन स्केल में किलोग्राम से लीटर में प्राप्त मानों को परिवर्तन करने की सुविधा है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

सूचक के पीछे की ओर सीलबंद करने के लिए कवर और तल प्लेट को काटते हुए दो छेद विपरीत साइड में किए जाएंगे और सत्यापन स्टैम्प और सील प्राप्त करने के लिए सीसायुक्त तार से बांधा जाएगा। सूचक की सील तोड़े बिना खोला नहीं जा सकता। मॉडल को सीलबंद करने का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ ,  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (116)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

**S.O. 437.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of high accuracy (accuracy class-II) of series "SI-810" and with brand name "ESSAE" (hereinafter referred to as the said model), manufactured by M/s. Essae-Teraoka Limited, No. 377/22, 6th Cross, Wilson Garden, Bangalore-560027 and which is assigned the approval mark IND/09/08/259;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 150 kg. and minimum capacity of 500 g. The verification scale interval (e) is 10g. It has a tare device with a 100 percent subtractive retained tare effect. Apart from normal weighing, the weighing scale has the facility of conversion of values obtained from kilogram into litre. The Liquid Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

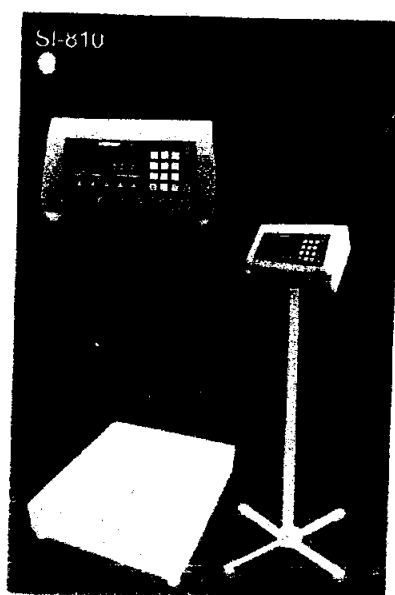


Figure-2—Sealing Diagram

For sealing on the rear side of the indicator two holes are made at the opposite sides, by cutting the outer cover and bottom plate and fastened by a leaded wire for receiving the verification stamp and seal. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and upto 5000 kg. with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (116)/2008]

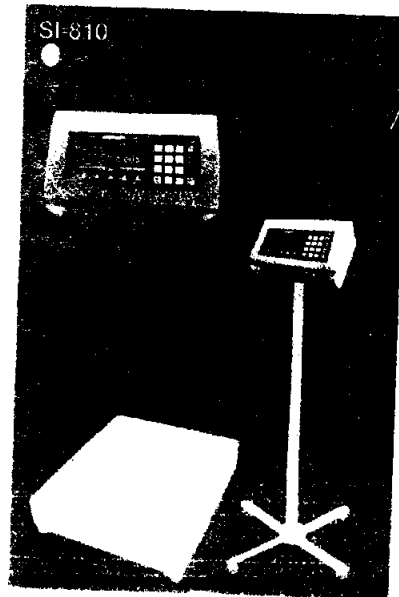
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

**का.आ. 438.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स ऐसै-टेराओका लिमिटेड, नं. 377/22, 6th क्रॉस, विलसन गार्डन, बंगलौर-560027 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एस आई-810" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ऐसै" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/260 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 150 कि.ग्रा. है और न्यूनतम क्षमता 500 ग्रा. है। सत्यापन मापमान अंतराल (ई) 20 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। सामान्य तोलन के अलावा इस तोलन स्केल में किलोग्राम से लीटर में प्राप्त मानों को परिवर्तन करने की सुविधा है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

सूचक के पीछे की ओर सीलबंद करने के लिए कवर और तल प्लेट को काटते हुए दो छेद विपरीत साइड में किए जाएंगे और सत्यापन स्टैम्प और सील प्राप्त करने के लिए सीसायुक्त तार से बांधा जाएगा। सूचक की सील तोड़े बिना खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$  और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (116)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

**S.O. 438.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform Type) with digital indication of "SI-810" series of medium accuracy (Accuracy class-III) and with brand name "ESSAE" (hereinafter referred to as the said model), manufactured by M/s. Essae-Teraoka Limited, No. 377/22, 6th Cross, Wilson Garden, Bangalore-560027 and which is assigned the approval mark IND/09/08/260;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 150 kg. and minimum capacity of 500 g. The verification scale interval (e) is 20g. It has a tare device with a 100 percent subtractive retained tare effect. Apart from normal weighing, the weighing scale has the facility of conversion of values obtained from kilogram into litre. The Liquid Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

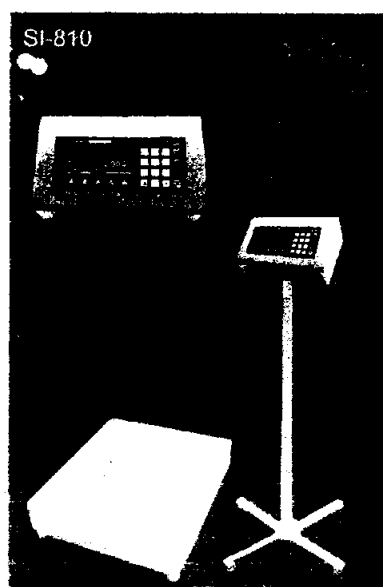


Figure-2—Sealing diagram of the model

For sealing on the rear side of the indicator two holes are made at the opposite sides, by cutting the outer cover and bottom plate and fastened by a leaded wire for receiving the verification stamp and seal. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and upto 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (116)/2008]

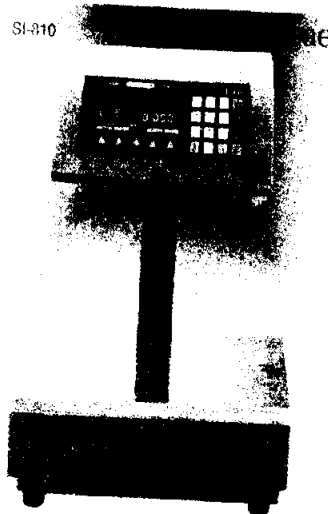
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

**का.आ. 439.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करत हुए, मैसर्स ऐसै-टेराओका लिमिटेड, नं. 377/22, 6 क्रास, विलसन गार्डन, बंगलौर-560 027 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एसआई-810" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ऐसै" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/261 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एलसीडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। सामान्य तोलन के आलावा इस तोलन स्केल में किलोग्राम से लिटर में प्राप्त मानों को परिवर्तन करने की सुविधा है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

सूचक के पीछे की ओर सीलबंद करने के लिए कवर और तल प्लेट को काटते हुए दो छेद विपरीत साइड में किए जाएंगे और सत्यापन स्टैम्प और सील प्राप्त करने के लिए सीसायुक्त तार से बांधा जाएगा। सूचक की सील को तोड़े बिना खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^{-3}$ ,  $2 \times 10^{-3}$ ,  $5 \times 10^{-3}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (116)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान



New Delhi, the 20th January, 2010

**S.O. 439.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of "SI-810" series of medium accuracy (Accuracy class-III) and with brand name "ESSAE" (hereinafter referred to as the said Model), manufactured by M/s. Essae Teraoka Limited, No. 377/22, 6th Cross, Wilson Garden, Bangalore- 560 027 and which is assigned the approval mark IND/09/08/261;

The said model is a strain guage type load cell based non-automatic weighing instrument (tabletop type) with a maximum capacity of 30 kg and minimum capacity of 100kg. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode (LCD) Display indicates the weighing results. Apart from normal weighing, the weighing scale has the facility of conversion of values obtained from kilogram into litre. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

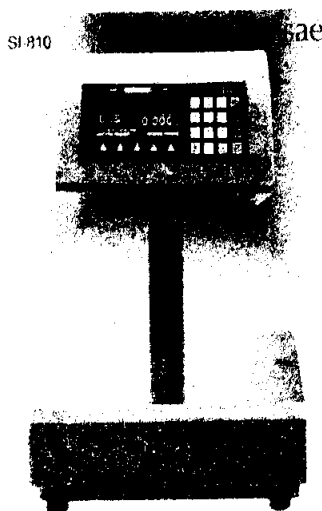


Figure-2—Diagram of the model

For sealing on the rear side of the indicator two holes are made at the opposite sides, by cutting the outer cover and bottom plate and fastened by a leaded wire for receiving the verification stamp and seal. The indicator cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (116)/2008]

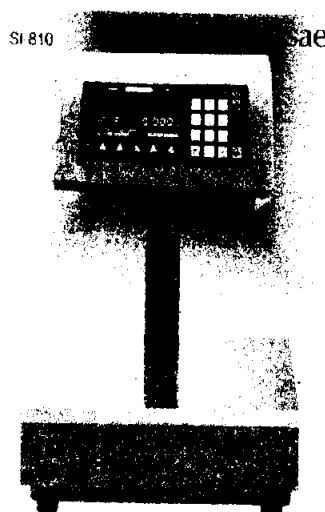
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 20 जनवरी, 2010

का.आ. 440.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स ऐसै-टेराओका लिमिटेड, नं. 377/22, 6th क्रॉस, विलसन गार्डन, बंगलौर-560 027 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "एसआई-810" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ऐसै" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/262 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। सामान्य तोलन के अलावा इस तोलन स्कूल में किलोग्राम से लिटर में प्राप्त मानों को परिवर्तन करने की सुविधा है। लिक्विड क्रिस्टल डायोड (एलसीडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

सूचक के पीछे की ओर सीलबंद करने के लिए कवर और तल प्लेट को काटते हुए दो छेद विपरीत साइड में किए जाएंगे और सत्यापन स्टैम्प और सील प्राप्त करने के लिए सीसायुक्त तार से बांधा जाएगा। सूचक की सील को तोड़े बिना खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$  और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (116)/2008]

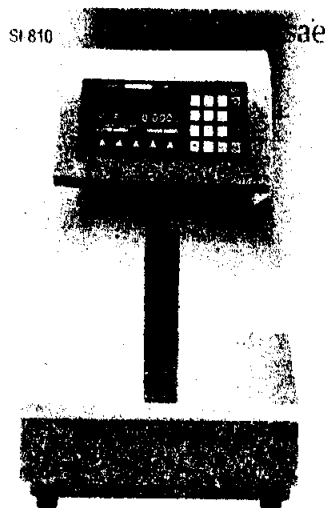
आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th January, 2010

S.O. 440.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of high accuracy (Accuracy Class-II) of Series "SI-810" and with brand name "ESSAE" (hereinafter referred to as the said Model), manufactured by M/s. Essae Teraoka Limited, No. 377/22, 6th Cross, Wilson Garden, Bangalore- 560 027 and which is assigned the approval mark IND/09/08/262;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 30 kg and minimum capacity of 100kg. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. Apart from normal weighing, the weighing scale has the facility of conversion of values obtained from kilogram into litre. The Liquid Crystal Diode (LCD) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure—2 Schematic diagram of the model

For Sealing on the rear side of the indicator two holes are made at the opposite sides, by cutting the outer cover and bottom plate and fastened by a leaded wire for receiving the verification stamp and seal. The indicator cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (116)/2008]

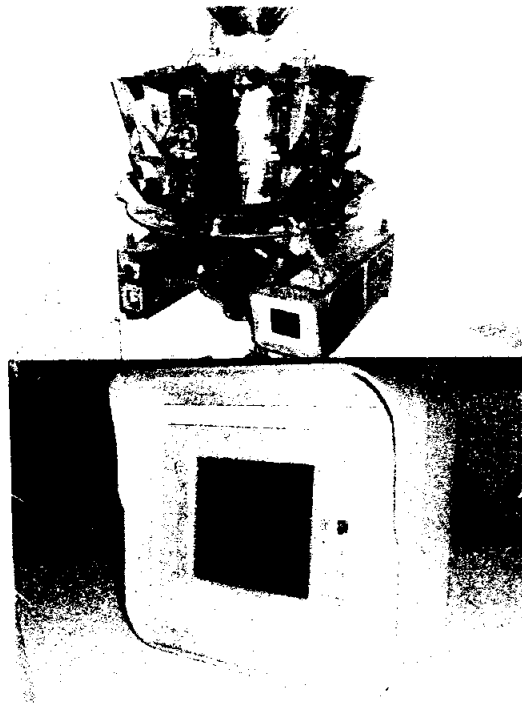
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 28 जनवरी, 2010

का.आ. 441.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स इंटरपैक मशीन प्रा.लि., 613, सिद्धार्थ टावर, संगम प्रैस के पास, कोठरूद, पुणे-411038 द्वारा विनिर्मित यथार्थता वर्ग, रेफ (X), जहां  $X=1$  वाले "जी एफ एम-सीसीडब्ल्यू" शृंखला स्वचालित ग्रेविमेट्रिक फिलिंग उपकरण के मॉडल का, जिसके ब्रांड का नाम "इंटरपैक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/01 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित स्वचालित ग्रेविमेट्रिक फिलिंग उपकरण है। इसकी रेंज 3000 ग्रा. की बारंबारता के साथ 60 पैकेट प्रति मिनट है जो उत्पाद की प्रकृति और मात्रा पर निर्भर है। इसका वायुदाब  $6\text{kg/cm}^2$  है। मशीन को मुक्त प्रवाह, ठोस सामग्री उत्पाद जैसे स्नैक फूड्स, कैंडीज, चोकलेट्स, वैफर्स, चिप्स, पेडीग्री, आकार में छोटे बिस्कुट आदि के भरने के लिए डिजाइन किया गया है। वैक्यूम फ्लोरसेंट डायोड (वी एफ डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

इंडीकेटर के पीछे विकर्णतः विपरीत कोणों पर अपर कवर और पिछली प्लेट काट कर, दो छेद किए गए हैं और सत्यापन स्टाम्प और सील प्राप्त करने के लिए इन दो छेदों के जरिए लीड तार से बांधा जाता है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जिनकी क्षमता 50 कि.ग्रा. तक है।

[फा. सं. डब्ल्यू एम-21 (294)/2008]

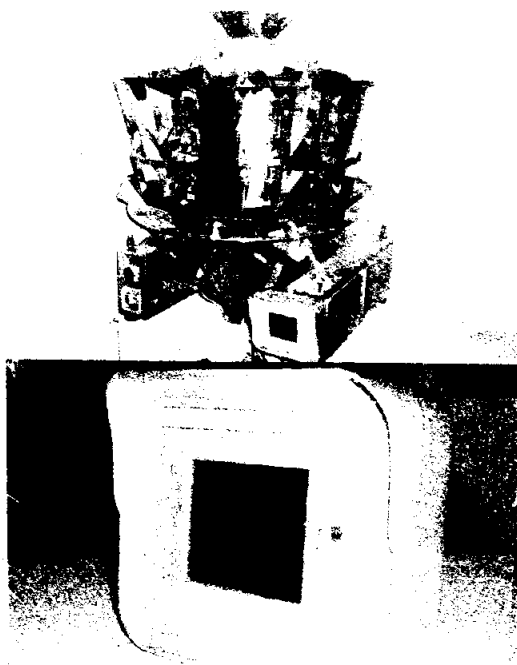
आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th January, 2010

**S.O. 441.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Automatic Gravimetric Filling Instrument belonging to Accuracy Class, Ref(X), where X=1 of 'GFM-CCW' series with brand "INTERPACK" (hereinafter referred to as the said model), manufactured by M/s. Interpack Machines Pvt. Ltd., 613, Siddhartha Tower, Near Sangam Press, Kothrud, Pune-411038 and which is assigned the approval mark IND/09/09/01;

The said model is a strain guage type load cell based Automatic Gravimetric Filling Instrument. It has the range upto 3000g. with frequency of weighing 60 packs per minute (Max) depending upon the quantity and nature of the product. Its air pressure is 6kg./cm<sup>2</sup>. The machine is designed for filling the free flowing solid material like snack foods, candies, chocolates, condiments, wafers, chips, pedigree, biscuit of small sizes etc. The Liquid Crystal Diode Display (LCD) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure—3 Sealing diagram of the sealing provision of the model

From the rear side of the indicator two holes are made diagonally opposite each other by cutting the upper cover and bottom plate. These two holes are fastened by a leaded wire for receiving the verification stamp and seal. The indicator cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity up to 50kg. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (294)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

## भारतीय मानक ब्यूरो

नई दिल्ली, 27 जनवरी, 2010

का.आ. 442.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एम्प्लोयर्स अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

## अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 4748: 2009/आई एस ओ 643:2003 इस्पात-कण के दृष्ट साईज का माइक्रोग्राफिक निर्धारण (दूसरा पुनरीक्षण)	आई एस 4748:1988	31 मार्च 2009

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 22/टी-5]

श्री पी. घोष, वैज्ञानिक 'ई' एवं प्रमुख (एमटीडी)

## BUREAU OF INDIAN STANDARDS

New Delhi, the 27th January, 2010

S.O. 442.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

## SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 4748:2009/ISO 643:2003 Steels — Micrographic determination of the apparent grain size (second revision)	IS 4748:1988	31 March 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 22/T-5]

SHRI P. GHOSH, Scientist 'E' &amp; Head (MTD)

नई दिल्ली, 28 जनवरी, 2010

का.आ. 443.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

## अनुसूची

क्रम सं.	लाइसेंस सं.	वैधता की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनुवर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	L-4000121	15-02-2010	श्री नेपाल बोर्ड लिमिटेड सिमरा, जिला बाङ्ग नेपाल	काष्ठ कण बोर्ड (मध्यम घनत्व)	3087		2005
2.	L-4000222	15-02-2010	श्री नेपाल बोर्ड लिमिटेड सिमरा, जिला बाङ्ग नेपाल	प्रीलेमिनेटिड कण बोर्ड	12823		1990
3.	L-4000323	30-09-2010	एस ए दास मिनरल डी-एवियन 22, एवेन्यु दास सोर्ससीज, 74503, एवियन- लेस-बेन्स फ्रांस	पैकेजबंद प्राकृतिक खनिज जल	13428		2005
4.	L-4000424	30-09-2010	रस अलखैमा कं. फॉर वाईट सीमेंट एंड कन्स्ट्रक्शन मैटिरियल खोरखोवेयर, रस एल खैमा यू ए ई	सफेद पोर्टलैंड सीमेंट	8042		1989
5.	L-4000626	02-04-2011	राजेश मेटल क्राफ्ट प्राई लि. जीतपुर, जिला बाङ्ग नेपाल	ढाँचागत प्रयोजनार्थ इस्पात नलिकाएँ	1161		1998
6.	L-4000727	02-04-2011	राजेश मेटल क्राफ्ट प्राई लि. जीतपुर, जिला बाङ्ग नेपाल	यांत्रिकी एवं सामान्य अभियांत्रिकी प्रयोजनार्थ	3601		2006
7.	L-4000828	07-05-2010	मैनावती स्टील इंडस्ट्रीज प्रा. लि., दुबई-3 सनसारी नेपाल	यथोक्त	3601		2006
8.	L-4001022	19-05-2010	भगवती स्टील इंडस्ट्रीज प्रा. लि. छातापिपारा, नितनपुरचौक बाङ्ग नेपाल	जस्तीकृत इस्पात चादरें (प्लेन एवं नालीदार)	277		2003
9.	L-4001123	19-05-2010	भगवती स्टील इंडस्ट्रीज प्रा. लि. छातापिपारा, नितनपुरचौक बाङ्ग नेपाल	यांत्रिकी एवं सामान्य (अभियांत्रिकी प्रयोजनार्थ) इस्पात नलिकाएँ	3601		1984
10.	L-4001224	23-05-2010	मैनावती स्टील इंडस्ट्रीज प्रा. लि. दुबई-3 सनसारी नेपाल	कृदु इस्पात नलिकाएँ, नलिकाकार एवं अन्य पिटवां इस्पात फिटिंग	1239	भाग-1	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
11.	L-4001325	30-05-2011	भगवती स्टील इंडस्ट्रीज प्रा. लि. छातापिपारा, नितनपुरचौक बाडा नेपाल	कृदु इस्पात नलिकाएँ, नलिकाकार एवं अन्य पिटवाँ इस्पात फिटिंग	1239	भाग-1	2004
12.	L-4001426	02-06-2011	राजेश मेटल क्राफ्ट प्रा. लि. जीतपुर, जिला बाडा नेपाल	कृदु इस्पात नलिकाएँ, नलिकाकार एवं अन्य पिटवाँ इस्पात फिटिंग	1239	भाग-1	2004
13.	L-4001729	06-01-2011	आरती स्ट्रीप्स प्रा. लि., अंकी सिनवारी वार्ड नं. 1, विलेज डवलपमेंट कमिटी, बिरत नगर जिला, मोरंग, बाडा, नेपाल	जस्तीकृत इस्पात चादरें (प्लेन एवं नालीदार)	277		2003
14.	L-4002024	16-10-2010	वुक्सी मोक्सीबी क्लीनिकल थर्मोमीटर सं. 43, झिंगझिंग रोड, झंगझिंग टाउन, वोक्सी सीटी, जांगसु चीन	क्लीनिकल थर्मोमीटर संलग्न स्कैल टाईव	3055	भाग-2	2004
15.	L-4002327	20-10-2010	जगदम्बा इंटरप्राइजेज प्रा. लि. लिवीडिजी चोरनी वार्ड नं. 8, जीतपुर (परसा) नेपाल	ढाँचागत ब्योजनार्थ इस्पात नलिकाएँ	1161		1998
16.	L-4002428	20-10-2010	जगदम्बा इंटरप्राइजेज प्रा. लि. लिवीडिजी चोरनी वार्ड नं. 8, जीतपुर (परसा) नेपाल	मृदु इस्पात नलिकाएँ, नलिकाकार एवं अन्य पिटवाँ इस्पात पिफटिंग	1239	भाग-1	2004
17.	L-4002529	20-10-2011	जगदम्बा इंटरप्राइजेज प्रा. लि. लिवीडिजी चोरनी वार्ड नं. 8, जीतपुर (परसा) नेपाल	यांत्रिकी एवं सामान्य अभियांत्रिकी प्रयोजनार्थ	3601		2006
18.	L-4002630	23-10-2010	हुलास स्टील इंडस्ट्रीज प्रा. लि. सिमरा, जिला बाडा नेपाल	जस्तीकृत इस्पात चादरें (प्लेन एवं नलिकाकार)	277		2003
19.	L-4002731	23-10-2010	हुलास स्टील इंडस्ट्रीज प्रा. लि. सिमरा, जिला बाडा नेपाल	ढाँचागत प्रयोजनार्थ इस्पात नलिकाएँ	1161		1998
20.	L-4002832	23-10-2010	हुलास स्टील इंडस्ट्रीज प्रा. लि. सिमरा, जिला बाडा नेपाल	यांत्रिकी एवं सामान्य अभियांत्रिकी के लिए इस्पात नलिकाएँ	3601		2006
21.	L-4002933	24-11-2010	हुलास स्टील इंडस्ट्रीज प्रा. लि. सिमरा, जिला बाडा नेपाल	मृदु इस्पात नलिकाएँ, नलिकाकार एवं अन्य पिटवाँ इस्पात पिफटिंग भाग 1 मृदु इस्पात नलिकाएँ	1239	भाग-1	2004
22.	L-4003026	17-12-2010	हैगर इलैक्ट्रो एस ए एस, बॉवलेवर्ड ई-यूरोप बीपी-3 एफ-67215 बरंनी सीडेक्स फ्रांस	इलैक्ट्रिकल एसेसरी-घरेलु एवं सद्दुश संस्थापनों के लिए ओवर करंट सुरक्षा के लिए सर्किट ब्रेकर	8828		1996



(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
23.	L-4003127	20-01-2010	रॉयल किंग् इनफैन्ट प्रोडक्ट्स कं. 0 933,11 वी मंजिल, रयुम डनुथाई बिल्डिंग विंग, बुराफा बैंकाक, थाईलैंड	प्लास्टिक प्रभरण बोतलें	14625		1999
24.	L-4003329	22-07-2011	पाशुपति टयूब मिल्स प्रा. लि. पी ओ बॉक्स नं. 116, भरीजुटी चौक, बीरत नगर नेपाल	यांत्रिकी एवं सामान्य प्रयोजनार्थ इस्पात नलिकाएँ	3601		2006
25.	L-4003430	05-09-2010	शेनझान कैफे टेक्नोलोजी कं. लि. सेग-हिताची का दूसरा व तीसरा तल, 5001, हुअंगद रोड, गवंगडोंग शेनझांग, जिला फुटीयन, चीन	ए सी स्टेटीक वॉटहॉवर मीटर श्रेणी 1 एवं 2	13779		1999
26.	L-4003531	07-10-2010	ए सी एल केबल्स लि. मदापाथा रोड बाटाकाटारा पिलियांडाला, जिला कोलम्बो श्री लंका	1100 वो. तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी उष्मारोधी केबलें	694		1990
27.	L-4003632	24-10-2009	पी टी मिक्सेण्डो ईस्ट जकार्ता इंडस्ट्रियल पार्क प्लॉट सं. 6बी 2, लेमहा अबंग बेकसी, 17550, जावा बीरत इंडोनेशिया	ए सी वॉटरहॉवर मीटर श्रेणी 05, 1 एवं 2	13010		2002
28.	L-4003834	29-11-2011	होलसिम बंगलादेश लि. हाउस नं. 8, रोड नं. 14, धरीधर ढाका 1212, बंगलादेश	पोर्टलैंड पोजोलाना सीमेंट भाग 1 फ्लाईऐश आधारित	1489	भाग-1	1991
29.	L-4004028	20-02-2010	हयूजू हैगर इलैक्ट्रीक कं. लि. 17, हुईतै रोड, हुईतै इंडस्ट्रियल एरिया, हयूजू सिटी, गांगडोंग, चाईना-510006	इलैक्ट्रिकल एसेस्सरी घरेलु एवं सदृश संस्थापनों के लिए ओवर करेंट से सुरक्षा के लिए सर्किट-ब्रेकर	8828		1996
30.	L-4004129	21-03-2010	एरामित सीमेंट लि. 53, कालुरघाट हैवी इंडस्ट्रियल इस्टेट, पी ओ मोहरा, चितागोंग ढाका बंगलादेश	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
31.	L-4004533	21-06-2010	पेनडेन सीमेंट अथॉरिटी लिमिटेड गोमदु, जिला समतसे भुटान	पोर्टलैंड पोजोलाना सीमेंट भाग-1 फ्लाईऐश आधारित	1489	भाग-1	1991
32.	L-4004634	21-06-2010	डूक सीमेंट कं. प्रा. लि. पासाखा, भालुजोरा, भुटान	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
33.	L-4004735	14-07-2011	हयूज हँगर इलैक्ट्रीक कं. लि. 17, हुईतै रोड, हुईतै इंडस्ट्रीयल एरिया, हयूज सिटी, गांगडोंग, चाईना-510006	घरेलु एवं सदृश प्रयोगार्थ अवशिष्ट करेंट प्रचालित सर्किट- ब्रेकिंग एकीकृत ओवर करेंट से सुरक्षा सहित सर्किट-ब्रेकर	12640	भाग-2	2002
34.	L-4004836	18-07-2010	कॉन्फिडेंस सीमेंट लि. मैडम बीबीरहट भटियारी, सीताकुड चितागोंग, जिला ढाका, बंगलादेश	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
35.	L-4004937	28-07-2010	पिफलिप्स एंड यामिंग लाईटिंग कं. लि. 1805, मालु, जिया डिंग जिला शंघाई-201801 पी आर ओफ चाईना, चाईना	सामान्य लाईटिंग सेवाओं के लिए स्वतः बलास्टिड लैम्प : सुरक्षा अपेक्षाएँ	15111	भाग-1	2002
36.	L-4005131	13-09-2009	सीमन्स वायरिंग एसेस्सरीज् (सेनडोंग) लि. सं. 126, यू मीन रोड, ही-टैक जोन जीबो, झांगडिआन जिबो सिटी, सेनडोंग प्रोविन्स, चाईन 255086	250 वोल्टख 50 हर्टज, के घरेलु एवं सदृश व्योजनार्थ स्विच	3854		1997
37.	L-4005232	22-09-2010	गंज मीटर कंपनी लि. टनसिक्स एम यू 11, 2100 गोडोलो हंगरी	ए सी स्टेटीक वॉटहॉवर मीटर, श्रेणी 1 एवं 2	13379		1999
38.	L-4005333	26-10-2010	सीमन्स वायरिंग एसेस्सरीज् (सेनडोंग) लि. सं. 126, यू मीन रोड, ही-टैक जोन जीबो, झांगडिआन जिबो सिटी, सेनडोंग प्रोविन्स, चाईन-255086	250 वोल्टख एवं रेटित वाले प्लग एवं सॉकेट ऑउटलेट	1293		2005
39.	L-4005737	12-03-2010	केलनी केबल लिमहेना रोड सियामबालापे साउथ, सियामबालाये श्री लंका	1100 वोल्ट तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी उष्मारोधित केबलें	694		1990
40.	L-4005838	09-04-2010	बेरकर जीएमबी/एस एंड कं. केजी हुबर्दुस स्ट्रेस्सी, 17 डी- 57482, वेनडन/ओटटपिफंगीन डिस्ट्रिक्ट जर्मनी	घरेलु एवं सदृश प्रयोजनार्थ स्विच	3854		1997
41.	L-4006234	08-10-2009	सर्पाफ बेबी केयर प्रोडक्ट्स कं. लि. 123, मू 8, बंगनागा बनमेस रोड, टी बंगनागाए, तवांग लोपबुरी जिला थाईलैंड	प्लास्टि प्रभरण बोतलें	14625		1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
42.	L-4006335	26-11-2010	रॉयल इंडस्ट्रीज (थाईलैंड) पब्लिक कंपनी लिमिटेड 126, मू 6, सेथाकीज 1 रोड, ओमनी, कराथुमबेन, सामुतसाकोर्न 74130 थाईलैंड	प्लास्टिक प्रभरण बोतलें	14625		1999
43.	L-4006436	17-12-2011	शेनजॉन बॉइचिन इलैक्ट्रीक वायर एंड केबल मैनुफैक्चरर्स कं. लिमिटेड बुचोंग टोंगफुयो इंडस्ट्रीयल एरिया, शाजिंग रोड, शाजिंग स्ट्रीट बाओएन, डिस्ट्रिक्ट शेनजान, सिटी, गुआंगडोंग प्रोविन्स, चाईन-518104	आवरित एवं अनावरित कॉपर कंडक्टरों सहित कॉपर कंडक्टर कोर्ड सहित पी वी सी उष्मारोधी फ्लैक्सिबल कोर्ड	694		1990
44.	L-4006638	28-03-2010	हैगर इलैक्ट्रो एस ए एस बॉउलेवर्ड डी-यूरोप, बीपी-3, एफ-67215, ओबनई सीडेक्स, फ्रांस	घरेलु एवं सदृश प्रयोगार्थ अवशिष्ट करेंट प्रचालित सर्किट-ब्रेकिंग एकीकृत ओवर करेंट से सुरक्षा सहित सर्किट ब्रेकर	12640	भाग-1	2000
45.	L-4006840	07-08-2010	एम आई सीमेंट फैक्ट्री लि. वेस्ट मुक्तेरपुर, मुशीगंज, बंगलादेश, ढाका, बंगलादेश	43 ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
46.	L-4006941	20-08-2010	लक्की सीमेंट लिमिटेड 58, किलामीटर मेन हाईवे करांची, इस्ट कराची, पाकिस्तान-75350	यथोक्त	8112		1989
47.	L-4007034	20-08-2011	एरामित सीमेंट लि. 53, कालुरघाट हैवी इंडस्ट्रीयल इस्टेट, पी. ओ. मोहरा, चितागोंग ढाका बंगलादेश	पोर्टलैंड स्लैग सीमेंट	455		1989
48.	L-4007135	21-08-2010	मैपल लिफ सीमेंट फैक्ट्री लिमिटेड 42, लारेंस रोड, लाहौर पाकिस्तान	43 ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
49.	L-4007236	02-09-2010	लफार्ज पाकिस्तान सीमेंट कंपनी लि. निकट कालुर कहार चौई मालोट रोड, चकवाल, पंजाब पाकिस्तान	53 ग्रेड सामान्य पोर्टलैंड सीमेंट	12269		1987
50.	L-4007337	06-09-2010	थाई पिगन कं. लिमिटेड 944, मू 15, थिपाराक्स इंडस्ट्रियल, इस्टेट, टी बैग साउ थोंग बैंग, साउ थोंग, सब डिस्ट्रिक्ट, समुतप्ररण 10540, थाईलैंड	प्लास्टिक प्रभरण बोतलें	14625		1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
51.	L-4007438	17-09-2010	मैनावती स्टील इंडस्ट्रीज प्रा. लि. दुबावई-3, सनसारी, नेपाल	स्टील सॉकेट	1239	भाग-2	1992
52.	L-4007539	23-09-2010	फैक्ट्री सीमेंट लिमिटेड, द्वितीय तल, माजिद प्लाजा बैंक रोड, सददार, रावलपिंडी, पाकिस्तान	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
53.	L-4007640	23-09-2010	डी जी खान सीमेंट कंपनी लि., कोफली सत्तै, डी जी खान, पाकिस्तान-32250	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
54.	L-4007741	23-09-2009	डी जी खान सीमेंट कंपनी लि. निशांत हाउस, 53-ए लार्सेंस रोड, लाहौर, पाकिस्तान	सल्फेट प्रतिरोधन पोर्टलैंड सीमेंट	12330		1988
55.	L-4007842	23-09-2010	डी जी खान सीमेंट कं. लि., तहसील काल्लार कहार, जिला चकवाल, पाकिस्तान	53, ग्रेड सामान्य पोर्टलैंड सीमेंट	12269		1987
56.	L-4007943	23-09-2010	अस्करी सीमेंट लि. वहाँ रेलवे स्टेशन वाह, रावलपिंडी, पाकिस्तान-47020	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
57.	L-4008036	25-09-2010	होलसिम बंगलादेश लिमिटेड, मेघनाघाट, पी ओ न्यू टाउन, पी एस सोनारगांव, नारायणगोंग, बंगलादेश	33, ग्रेड सामान्य पोर्टलैंड सीमेंट	269		1989
58.	L-4008137	25-09-2011	होलसिम बंगलादेश लिमिटेड मेघनाघाट, पी ओ न्यू टाउन, पी एस सोनारगांव, नारायणगोंग, बंगलादेश	सल्फेट प्रतिरोधन पोर्टलैंड सीमेंट	8112		1989
59.	L-4008238	25-09-2010	होलसिम बंगलादेश लिमिटेड, मेघनाघाट, पी ओ न्यू टाउन, पी एस सोनारगांव, नारायणगोंग बंगलादेश	53, ग्रेड सामान्य पोर्टलैंड सीमेंट	12269		1987
60.	L-4008440	27-09-2010	बेस्टवे सीमेंट लिमिटेड, काल्लार कहार-चाँउ, सैदन शाह रोड, जिला चकवालख, पंजाब दराल, इस्लामाबाद, पाकिस्तान	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
61.	L-4008541	04-10-2011	पॉयनियर सीमेंट लिमिटेड चेनकी जौहराबाद, जिला खुशबू, पाकिस्तान	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
62.	L-4008642	04-10-2009	दीवान सीमेंट लिमिटेड, देह डेन्डो, जिला मालिर, कराची, पाकिस्तान	सल्फेट प्रतिरोधन पोर्टलैंड सीमेंट	12330		1988

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
63.	L-4008743	04-10-2009	दीवान हैटटर सीमेंट लिमिटेड, गांव कमीलपुर, जिला हरीपुर हैटटर, एम डब्ल्यू एफ पी, पाकिस्तान	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
64.	L-4008844	23-10-2010	शाह सीमेंट इंडस्ट्रीज लिमिटेड, चारमीरारशार, मुकतापुर, मुंशीगंज, ढाका, बंगला देश	पोर्टलैंड पोर्जोलाना सीमेंट भाग 1, प्लाईऐश आधारित	1489	भाग-1	1991
65.	L-4008945	28-10-2010	अल अब्बास सीमेंट इंडस्ट्रीज लि. नूरीयाबाद इंडस्ट्रीयल एरिया, काली कहर, जिला ढाडू सिंध, पाकिस्तान	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
66.	L-4009038	28-10-2009	जावेदन सीमेंट लिमिटेड, मंघोपीर कराची, वेस्ट सिंध पाकिस्तान-75890	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
67.	L-4009139	13-11-2009	थाटा सीमेंट कंपनी लिमिटेड, मकली गुलाममुल्लाह रोड, थाटा, सिंध पाकिस्तान-73160	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
68.	L-4009240	13-11-2010	हुलास वायर इंडस्ट्रीज प्रा. लि., गोखा टीएस कॉम्प्लेक्स टंकी सिनवारी, मोरंग, बीरतनगर, नेपाल	शिरोवरि प्रेषण प्रयोजनार्थ एल्युमिनियम कंडक्टर: भाग 5 अतिरिक्त उच्च वोल्टता (400 के.वी. एवं ऊपर) के लिए एल्युमिनियम कंडक्टर जस्तीकृत इस्पात प्रबलित	398	भाग-5	1992
69.	L-4009341	13-11-2010	हुलास वायर इंडस्ट्रीज प्रा.लि., गोखा टीएस कॉम्प्लेक्स, टंकी सिनवारी, मोरंग, बीरतनगर, नेपाल	शिरोपरि प्रेषण प्रयोजनार्थ, एल्युमिनियम कंडक्टर भाग 2, एल्युमिनियम जस्तीकृत इस्पात	398	भाग-2	1996
70.	L-4009442	19-11-2010	पी टी मिकैन्डो, ईस्ट जकार्ता, इंडस्ट्रियल पार्क, प्लॉट नं 6, बी-2, लिम्हों अबंग बकसी-17550	ए सी स्टेटीक वॉटहावर मोटर, श्रेणी 1 एवं 2	13779		1999
71.	L-4009644	17-12-2009	पंचकन्या रोटोमोल्डस प्रा. लि., कोटेहावा सिद्धार्थ नगर, भराहावा, नेपाल	संवातन एवं वर्षा के पानी की पद्धति सहित बिल्डिंगों के मृदा एवं अपशिष्ट डिस्चार्ज पद्धति के लिए यू.पी.वी. सी पाईप	13592		1992

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
72.	L-4009745	17-12-2009	पंचकन्या रोडमोल्डस प्रा.लि., कोटेहावा सिद्धार्थ नगर, भराहावा, नेपाल	संवातन एवं वर्षा के पानी की पद्धति सहित बिल्डिंगों के अंदर और बाहर मृदा एवं अपशिष्ट डिस्चार्ज पद्धति के लिए यू पी वी सी इंजेक्शन मॉल्डिड फिटिंग	14735		1999
73.	L-4009846	19-12-2010	लॉगवेल कंपनी सोंग गंज फैक्ट्री टंग सिया चोंग विलेज, सोंग गंज बाओ एन, डिस्ट्रिक्ट शेनजान गुआंगडोंग, चाइना	1100 वोल्ट तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी अभ्योरोधित केबल	694		1990
74.	L-4009947	19-12-2010	लॉगवेल कंपनी सोंग गंज फैक्ट्री टंग सिया चोंग विलेज, सोंग गंज बाओ एन, डिस्ट्रिक्ट शेनजान गुआंगडोंग, चाइना	16 एम्पीयर तक 250 वोल्टता एवं रेटित करेंट के प्लग एवं सॉकेट आउटलेट	1293		2005
75.	L-4010225	01-01-2010	यिंगडे ड्रैगन मार्टेन सीमेंट कं. लिमिटेड वांग बू टाउन यिंगडे म्युनिसिपल्टी गुआंगडोंग प्रोविन्स चाइना, पी आर चाइना	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
76.	L-4010326	01-01-2011	पॉयनियर वॉयर प्रा. लि., निमु आ, टंकी सिनवारी मोरंग नेपाल, जिला मोरंग, नेपाल	शिरोपरि प्रेषण के लिए एल्युमिनियम कंडक्टरी, भाग 2, एल्युमिनियम जस्तीकृत इस्पात प्रबलित	3975		1999
77.	L-4010528	05-02-2011	प्रिमियम सीमेंट मिल्स लि., वेस्ट मुक्तारपुर, पी. ओ. पंचासार, थाना मुंशीगंज, ढाका, बंगला देश	पोर्टलैंड पोजोलाना सीमेंट भाग 1 पलाईऐश आधारित	1489	भाग-1	1991
78.	L-4010629	19-02-2010	हुलास वॉयर इंडस्ट्रीज लि., गोलचा टीएस कॉम्प्लेक्स, टंकी सिनवारी, मोरंग बीरत नगर, नेपाल	केबलों के कवच के लिए मृदु इस्पात वायर, प्ररूपित वायर एवं टेपें	3975		1999
79.	L-4010730	26-02-2011	डूक ऑयरन एंड स्टील पिफयुइंटशोलिंग, रबटेंगंग, चुखा, भूटान	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विरूपित इस्पात छड़ें एवं तारें	1786		2008
80.	L-4010831	04-03-2010	माईकलिन श्याम कं. लि., 252, फाहोलियोधीन रोड, सामसेन नाई, फाईथाई, बैंकाक-10400 थाईलैंड	स्वचल यान- वाणिज्यिक वाहनों के तिरछे एवं रेडियल प्लाय के लिए वायुचालित टायर	15636		2005

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
81.	L-4010932	04-03-2010	माईकलिन श्याम कं. लि., 87/11 एम, तुंगशुक्ला ए.श्री रचा, चोनबुरी, तुंगशुक्ला थाईलैंड-20230	स्वचल यान- वाणिज्यिक वाहनों के तिरछे एवं रेडियल प्लाई के लिए वायुचालित टायर	15633		2005
82.	L-4011025	02-04-2010	पॉयनियर इलैक्ट्रोकेबल्स प्रा लि टंकी सिनवारी, निमुआ, वीडीसी-6, जिला मोरंग, नेपाल	1100 वोल्ट तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी ऊष्मारोधित केबल	694		1990
83.	L-4011126	02-04-2010	पॉयनियर इलैक्ट्रोकेबल्स प्रा लि टंकी सिनवारी, निमुआ, वीडीसी-6, जिला मोरंग, नेपाल	1100 वोल्ट तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी ऊष्मारोधित (हैवी ड्यूटी) इलैक्ट्रिक केबल भाग-1	1554	भाग-1	1988
84.	L-4011227	02-04-2010	पॉयनियर इलैक्ट्रोकेबल्स प्रा लि टंकी सिनवारी, निमुआ, वीडीसी-6, जिला मोरंग, नेपाल	क्रासलिक पोलीइथाइलीन ऊष्मारोधी पी वी सी आवरित केबलें : भाग 1: 1100 वोल्ट तक एवं सहित कार्यकारी वोल्टता हेतु	7098	भाग-1	1988
85.	L-4011328	03-04-2011	मेड जोहन्सन न्यूट्रीशन (थाईलैंड) लिमिटेड बी एम एस टी अमरा नकारा इंडस्ट्रियल, एस्टेट फेस-4, 700/428, मू-7, डोंग हुआरोह, मोंग चोनबुरी थाईलैंड	फॉलो अप फॉर्मूला पूरक खाद्य पदार्थ	15757		2007
86.	L-4011429	03-04-2011	मेड जोहन्सन न्यूट्रीशन (थाईलैंड) लिमिटेड बी एम एस टी अमरा नकारा इंडस्ट्रियल एस्टेट, फेस-4, 700/428, मू-7, डोंग हुआरोह, मोंग चोनबुरी थाईलैंड	शैशव मृदु प्रतिस्थायी	14433		2007
87.	L-4011530	22-05-2010	माईकलिन श्याम कंपनी लि नं. 15, शेनसिन रोड शेनयांग, यू हंग चाइना-110141	स्वचल यान- वाणिज्यिक वाहनों के तिरछे एवं रेडियल प्लाई के लिए वायुचालित टायर	15636		2005
88.	L-4011631	03-05-2011	लक्की सीमेंट लिमिटेड मेन इंडस्ट्रियल हाईवे पेजु, बानू, लक्की, मारवाट, एन डब्ल्यू एफ पी: पेजु,	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
88.	L-4011732	15-05-2005	एलबर्ट लेबोरेट्रीज वी यू जोवली रोदीवेज 21, 8041 ए जे, गोवली, नीदरलैंड	शैशव मृदु प्रतिस्थायी	14433		2007
89.	L-4011733	15-05-2005	बुधिक सीमेंट इंडस्ट्रीज, मधनाघाट मौनाग्राम जिला मधुबनी, बंगलादेश	सामान्य पोर्टलैंड सीमेंट 33, ग्रेड	269		1989
90.	L-4011734	15-05-2005	मिफलिप्स इलेक्ट्रोनिक्स यू के लिमिटेड स्वीजर रोड ग्लेम्सफोर्ड ग्लेम्सफोर्ड सी ओ 107 क्यू एस ग्लेम्सफोर्ड, ग्लेम्सफोर्ड यू के	प्रतिस्थापक धरण कोतलें	14625		1989
91.	L-4011735	15-05-2005	बुधिक सीमेंट पाकिस्तान लि एच चौकी, लिजबेला, जिला खैरुद्दीन पाकिस्तान	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
92.	L-4012027	31-05-2011	कोहाट सीमेंट कंपनी मिडी रोड, एन डब्ल्यू एच भी कोहाट	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
93.	L-4012028	31-05-2011	कोहाट सीमेंट लिमिटेड आल्लार कहर-चाउ सैदन आल्लार रोड जिला, चकवाल पंजाब पाकिस्तान	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1987
94.	L-4012029	31-05-2011	शंघाई माईकलिन वारियर टाइप कॉ. लिमिटेड माईकलिन चाइना, पी/एफ प्लाजा, 1600 सेंचुरी ईव, पिंग शंघाई चाइना पी आर	स्वचल यान- वाणिज्यिक वाहनों के तिरछे एवं रेडियल प्लाई के लिए वायुचालित टायर	15633		2005
95.	L-4012030	31-05-2011	माईकलिन शेनयांग टायर कं. लिमिटेड 115, शेनझिंग रोड, शेनयांग, वाईयू हांग चाइना- 110141 शेनयांग चाइना	स्वचल यान- वाणिज्यिक वाहनों के तिरछे एवं रेडियल प्लाई के लिए वायुचालित टायर	15633		2005
96.	L-4012532	15-05-2005	मिशन सर्वल बंगलादेश लिमिटेड एच मिरपुर, कलिगोंग, गाजीपुर, बंगलादेश, ढाका बंगलादेश	पोर्टलैंड पोजोलाना सीमेंट भाग 1, फलाईऐश	1489	भाग-1	1991
97.	L-4012533	15-05-2005	भूमीरात सीमेंट बंगलादेश लि ईस्ट मुक्तारपुर, मुंशीगंज बंगलादेश	पोर्टलैंड पोजोलाना सीमेंट भाग 1, फलाईऐश	1489	भाग-1	1991
98.	L-4012734	15-05-2005	मिशन सीमेंट कं. लि. मिशन, पंजाब, कालार कहर, मिशन सी जे खान पंजाब	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
99.	L-4012835	15-05-2005	भूमीरात सीमेंट कंपनी लिमिटेड मिशन रोड नं. 28, गांधी नगर, भावलगा, मिशन	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989



(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
101.	L-4012936	27-11-2010	भुटान रोलिंग मिल्स(प्रा)लि पासाखा इंडस्ट्रीयल एस्टेट, पासाखा चुखा भुटान	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विरूपित इस्पात छड़ें एवं तारें	1786		2008
102.	L-4013029	26-11-2011	राजेश मेटल कारफट प्रा लि जीतपुर, जिला बाडा, नेपाल	ढांचागत प्रयोजनार्थ हॉलो स्टील सैक्शन	4923		1997
103.	L-4013130	31-11-2010	श्याम टायर फरापरडिंग कं.लि. 32, मू-2, पूचौसामिंगपरी रोड समुत्प्रकरण, समरोंग क्लेय, फरापरडिंग, थाईलैंड-10130	स्वचन यान-यात्री कार वाहनों के वायुचालित टायर	15633		2005
104.	L-4013231	11-12-2009	बेस्टवे सीमेंट लिमिटेड, सूरजगली रोड, एम, डब्ल्यू एफ पी कट्टार, जिला हरीपुर, पाकिस्तान	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
105.	L-4013332	02-02-2010	याराब (प्रा) लिमिटेड इंडस्ट्रियल एस्टेट शेड नं. 10/11/12, पी ओ बॉक्स नं. 308, पिफयूनतशोलिंग जिला चुखा भूटान	1100 वोल्ट तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी ऊष्मारोधित केबल	694		1990
106.	L-4013433	05-03-2010	मैफल लिफ सीमेंट फैक्ट्री लि सिकन्दराबाद, जिला मियावाली पाकिस्तान	सफेद पोर्टलैंड सीमेंट	8042		1989
107.	L-4013534	08-03-2010	एवरफुल इलैक्ट्रॉनिक कंपनी चतुर्थ इंडस्ट्रियल एरिया फुमिंग गांव, गुआन लान टाउन शेनझेन चाइना	1100 वोल्ट तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी ऊष्मारोधित केबल	694		1990
108.	L-4013635	19-04-2010	एवरफुल इलैक्ट्रॉनिक कंपनी चतुर्थ इंडस्ट्रियल एरिया फुमिंग गांव, गुआन लान टाउन, शेनझेन चाइना	16 एम्पीयर तक 250 वोल्टता एवं रेटित करेंट के प्लग एवं सॉकेट आउटलेट	1293		2005
109.	L-4013736	20-05-2010	यूनिक सीमेंट इंडस्ट्रियल लि मेघनाघाट, सोनागांव, नारायणगंज, बंगलादेश	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
110.	L-4013837	21-06-2010	लाक्की स्टील एंड रोलिंग प्राइवेट लिमिटेड पासाखा भूटान	कंक्रीट प्रचलन के लिए उच्च सामर्थ्य विरूपित इस्पात छड़ें एवं तारें एवं (टी एम टी बार) ग्रेड एफ ई-415	1786		2008
111.	L-4013938	06-07-2010	झेझियांग जिडुन प्रेशर वशिल कं. लिमिटेड सियोयू इंडस्ट्रीयल जोन, शंघयु सिटी, जेझियांग, सियोयू डिस्ट्रिक्ट शंघयु चाइना-312367	1100 एम पी ए से कम तनन सामर्थ्य सहित मज्जशीतक एवं मृदुकृत इस्पात सिलिंडर	7285	भाग-1	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
112.	L-4014031	19-07-2010	शिकवांग लंका प्रा. लिमिटेड पटटीविला रोड, सापुगासकंडा मकोला, कोलम्बो श्रीलंका	सामान्य लाइटिंग सेवाओं के लिए स्वतः बलास्टिड लैम्प (भाग 1 एवं भाग 2)	15111		2002
113.	L-4014132	14-09-2010	कोहाट सीमेंट कंपनी लिमिटेड 64-ई-आई/डी, गुलबर्ग-111, पंजाब लाहोर पाकिस्तान	सफेद पोर्टलैंड सीमेंट	8042		1989
114.	L-4014233	04-10-2010	शेनजेन कैफे टेक्नोलॉजी कं. लि. द्वितीय तल व तृतीय तल ऑफ सेगहिताची 5001, हाउगंग रोड, गुआंगडोंग, फुटियन, शेनजेन. चाइना-518035	एसी स्टेटिक ट्रांसफॉर्मर प्रचालित वॉटऑवर एवं बार-ऑवर मोटर, श्रेणी 0.2 एवं 0.5	14697		1999
115.	L-8221157	31-10-2009	भूटान बोर्ड प्रोडक्ट्स लिमिटेड ताला, भूटान	काष्ठ कण बोर्ड (मध्यम धन्त्व)	3087		2005
116.	L-8221258	31-10-2009	भूटान बोर्ड प्रोडक्ट्स लिमिटेड ताला, भूटान	प्रीलेमिनेटिड प्लास्टिक बोर्ड	12823		1990
117.	L-8310560	31-08-2010	पेनडेंट सीमेंट अथॉरिटी लि. गोमदु, जिला समत्से, भूटान	33, ग्रेड सामान्य पोर्टलैंड सीमेंट	269		1989
118.	L-8310661	31-08-2010	पेनडेंट सीमेंट अथॉरिटी लि. गोमदु, जिला समत्से, भूटान	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
119.	L-8310762	31-08-2010	पेनडेंट सीमेंट अथॉरिटी लि. गोमदु, जिला समत्से, भूटान	पोर्टलैंड स्लैग सीमेंट	455		1989
120.	L-8443377	05-08-2010	भूटान पोलिइथीन कं लिमिटेड पोस्ट बॉक्स नं. 152 फेनस्टशोलिंग भूटान	पीलने योग्य जल की निकासी हेतु उच्च धनत्व पोलिइथाइलीन पाईप	4984		1995
121.	L-8488807	02-06-2010	लक्की सीमेंट प्रा. लिमिटेड गोमदु भूटान वाय बीरपारा जलपाईगुडी, भूटान	43, ग्रेड सामान्य पोर्टलैंड सीमेंट	8112		1989
122.	L-8488908	02-06-2010	लक्की सीमेंट प्रा. लिमिटेड गोमदु भूटान वाय बीरपारा जलपाईगुडी, भूटान	33, ग्रेड सामान्य पोर्टलैंड सीमेंट	369		1989

[सं. सी एम डी/13:11]

सी. के. महेश्वरी, वैज्ञानिक जी (प्रमाणन)

New Delhi, the 28th January, 2010

**S.O. 443.**—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

**SCHEDULE**

Sl. No.	Licence No.	Validity Date	Name and Address of the Party/Factory Address	Product	IS No.	Part	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	L-4000121	15-02-2010	Shree Nepal Board Ltd., Simra Distt, Bara Nepal	Wood Particle Board (Medium Density)	3087		2005
2.	L-4000122	15-02-2010	Shree Nepal Board Ltd., Simra Distt, Bara Nepal	Prelaminated Particle Boards	12823		1990
3.	L-4000323	30-09-2010	S.A. Des Eaux Minerals D-Evian, 22, Avenue Des Sources, 74503, Evian- Les-Bains, France	Packaged Natural Mineral Water	13428		2005
4.	L-4000424	30-09-2010	Ras-Al Khaimah Co. for White Cement & Constru- ction Material, Khorkhowair, Ras-Al- Kaimah, UAE	White Portland Cement	8042		1989
5.	L-4000626	02-04-2011	Rajesh Metal Crafts Pvt. Ltd., Jeetpur, Distt. Bara Nepal	Steel Tubes for structural purposes	1161		1998
6.	L-4000727	02-04-2011	Rajesh Metal Crafts Pvt. Ltd., Jeetpur, Distt. Bara Nepal	Steel Tubes for mechanical and general engineering purposes	3601		2006
7.	L-4000828	07-05-2010	Mainawati Steel Industries Pvt. Ltd. Duhabi-3, Sunsari, Nepals	Steel Tubes for mechanical and general engineering purposes	3601		2006
8.	L-4001022	19-05-2010	Bhagwati Steel Industries Pvt. Ltd, Chhatapipra, Nitapur Chowk, Bara, Nepal	Galvanized Steel Sheets (Plain and corrugated)	277		2003
9.	L-4001123	19-05-2010	Bhagwati Steel Industries Pvt. Ltd, Chhatapipra, Nitapur Chowk, Bara, Nepal	Steel Tubes for mechanical and general engineering purposes	3601		1984
10.	L-4001224	23-05-2010	Mainawati Steel Industries Pvt. Ltd. Duhabi-3, Sunsari, Nepal	Mild Steel Tubes Tubulars and other wrought steel fittings	1239	Pt-1	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
11.	L-4001325	30-05-2011	Bhagwati Steel Industries Pvt. Ltd, Chhatapipra, Nitanpur Chowk, Bara, Nepal	Mild Steel Tubes, Tubulars and other wrought steel fittings	1239	Pt-1	2004
12.	L-4001426	02-06-2011	Rajesh Metal Crafts Pvt. Ltd., Jeetpur, Bara, Nepal	Mild Steel Tubes, Tubulars and other wrought steel fittings	1239	Pt-1	2004
13.	L-4001729	06-01-2011	Aarti Strips Pvt. Ltd, Tanki Sinwari, Ward No. 1, Village Development Committee, Birat Nagar, Distt. Morang, Bara, Nepal	Galvanized Steel Sheets (Plain and corrugated)	277		2003
14.	L-4002024	16-10-2010	Wuxi Moxibei Clinical Thermometer, No. 43, Xixing Road, Zhangjin Town, Wuxi City, Jangsu, China	Clinical Thermometer enclosed scale type	3055	Pt-2	2004
15.	L-4002327	20-10-2010	Jagdamba Enterprises Pvt. Ltd. VDC Chorni, Ward No. 8, Jeetpur (Parsa), Nepal	Steel Tubes for structural purposes	1161		1998
16.	L-4002428	20-10-2010	Jagdamba Enterprises Pvt. Ltd. VDC Chorni, Ward No. 8, Jeetpur (Parsa), Nepal	Mild Steel Tubes, Tubulars and other wrought steel fittings	1239	Pt-1	2004
17.	L-4002529	20-10-2010	Jagdamba Enterprises Pvt. Ltd. VDC Chorni, Ward No. 8, Jeetpur (Parsa), Nepal	Steel Tubes for mechanical and general engineering purposes	3601		2006
18.	L-4002630	23-10-2010	Hulas Steel Industries Pvt. Ltd. Simra, Distt. Bara, Nepal	Galvanized Steel Sheets (Plain and corrugated)	277		2003
19.	L-4002731	23-10-2010	Hulas Steel Industries Pvt. Ltd, Simra, Distt. Bara, Nepal	Steel Tubes for structural purposes	1161		1998
20.	L-4002832	23-10-2010	Hulas Steel Industries Pvt. Ltd, Simra, Distt. Bara, Nepal	Steel Tubes for mechanical and general engineering	3601		2006
21.	L-4002933	24-11-2010	Hulas Steel Industries Pvt. Ltd., Simra, Distt. Bara, Nepal	Mild Steel Tubes, Tubulars and other wrought steel fittings Part 1 mild steel tubes	1239	Pt 1	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
22.	L-4003026	17-12-2011	Hager Electro SAS Boulevard E-Europe BP-3, F-67215 Obernai Cedex, France	Electrical Accessories- Circuit Breakers for over current protection for Household and similar Installations	8828		1996
23.	L-4003127	20-01-2011	Royal King Infant Products Co. Ltd., No. 933, 11th Floor, Ruam Danuthai Building Wang Burapha Bangkok, Thailand	Plastic Feeding Bottles	14625		1999
24.	L-4003329	22-07-2011	Pashupati Tubes Mills Pvt. Ltd., P.O. Box No. 116, Bhrijuti Chowk, Birat Nagar, Nepal	Steel tubes for mechanical and general purposes	3601		2006
25.	L-4003430	05-09-2010	Shenzhen Kaifa Technology Co. Ltd., 2nd and 3rd Floor of Seg- Hitachi 5001# Huanggang Road, Gvangdong Shenzhen, Distt. Futian China	ac Static Watthour meters class 1 and 2	13779		1999
26.	L-4003531	07-10-2010	ACL Cables Ltd., Madapatha Road, Batakattara Piliyandala, Distt. Colombo Sri Lanka	PVC Insulated Cables for working voltages upto and including 1100V	694		1990
27.	I-4003632	24-10-2009	P.T. Mecoindo, East Jakarta Industrial Park Plot No. 6 B 2, Lemah Abang Bekasi- 17550, Jawa Barat, Indonesia	ac watthour meters class 0.5, 1 and 2	13010		2002
28.	L-4003834	29-11-2011	Holcim Bangladesh Ltd., House No. 8, Road No.14, Dridhar Dhaka 1212, Bangladesh	Portland pozzolana cement part I Flyash based	1489	(Pt 1)	1991
29.	L-4004028	20-02-2010	Huizhou Hager Electric Co. Ltd., 17, Huitai Road, Huitai Industrial Area, Huizhou City, Gongdong Chaina-510006	Electric Accessories- circuit breakers for over current protection for household and similar installations	8828		1996
30.	4004129	21-03-2010	Aramit Cement Ltd., 53, Kalurghat Heavy Indl. Estate, P.O. Mohara, Chittagong, Dhaka, Bangladesh	43, Grade oridnary Portland cement	8112		1989

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
31.	4004533	21-06-2010	Penden Cement Authority Limited Gomutu, Distt Samtse Bhutan	Portland pozzolana Cement part 1 Flyash based	1489	(Pt 1)	1991
32.	4004634	21-06-2010	Druk Cement Co. Pvt. Ltd., Pasakha, Bhaluhora, Bhutan	43, Grade ordinary Portland cement	8112		1989
33.	L-4004735	14-07-2011	Huizhou Hager Electric Co. Ltd., 17, Huitai Road, Huitai Industrial Area, Huizhou City, Gongdong Chaina-510006	Residual current operated circuit- Breaking for household and similar users part-2 circuit breakers with integral overcurrent protection (RCVOS)	12640	Pt-2	2002
34.	4004836	18-07-2010	Confidence Cement Ltd., Madam Bibirhat Bhatiary, Sitakund Chittagong, Distt. Dhaka, Bangladesh	43, Grade ordinary Portland cement	8112		1989
35.	4004937	28-07-2010	Philips & Yaming Lighting Co. Ltd., 1805, Malu, Jia Ding District Shanghai-201801 P.R of China, China	Self Ballasted Lamps for general lighting services-Part 1 safety requirements	15111	Pt 1	2002
36.	L-4005131	13-09-2010	Siemens Wiring Accessories (Shandong) Ltd., No. 126, Yu Min Road, Hi-Tech Zone Zibo, Zhangdian Zibo City, Shandong Province, China-255086	Switches for domestic and similar purposes of 250 V, 50 Hz	3854		1997
37.	L-4005232	22-09-2010	Ganz Meter Co. Ltd., Tancsses M.U. 11,2100 Distt, Godollo Hungary	ac static watt-hour meters, class 1 and 2	13379		1999
38.	L-4005333	26-10-2010	Siemens Wiring Accessories (Shandong) Ltd., No. 126, Yu Min Road, Hi-Tech Zone Zibo, Zhangdian Zibo City, Shandong Province, China-255086	Plugs and Socket outlets of 150 Volts and rated	1293		2005
39.	4005737	12-03-2010	Kelani Cables Ltd., Mahena Road Siyambalape South, Siyambalape Sri Lanka	PVC Insulated cables for working voltages upto and including 1100V	694		1990
40.	L-4005838	09-04-2010	Berker GMBH & Co. KG Hubertus Strasse 17D-57482, Wenden/Ottfingen Distt. Germany	Switches for Domestic and similar purposes	3854		1997

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
41.	L-4006234	08-10-2009	Saraff Baby Care Products Co. Ltd., 123, Moo 8, Bangnga Banmce Road, T. Bangnga A., Tawang, Lopburi Distt. Thailand	Plastic feeding bottles	14625		1999
42.	L-4006335	26-11-2010	Royal Industries (Thailand) Public Company Ltd., 126, Moo 6, Sethakij 1 Road, Omnoi, Krathumban, Samutsakorn 74130 Thailand	Plastic feeding bottles	14625		1999
43.	L-4006436	17-12-2011	Shenzhen Boaching Electric Wire & Cable Manufactures Co. Ltd., Buchong Tongfuyo Indl. Area, Shajing Road, Shajing Street, Baoan, Distt. Shenzhen City, Guangdong Province, China 518104	PVC insulated flexible cords with copper conductors cords with copper conductors sheathed and unsheathed.	694		1990
44.	L-4006638	28-03-2010	Hager Electro S.A.S, Boulevard D-Europe BP-3, F-67215, Obernai Cedex, France	Residual current operated circuit-Breakers for household and similar uses part-I circuit breakers without integral overcurrent protection (rccbs)	12640	Pt. 1	2000
45.	L-4006840	07-08-2010	M.I. Cement Factory Ltd., West Mukterpur, Munshigonj, Bangladesh, Dhaka, Bangladesh.	43, Grade ordinary Portland cement	8112		1989
46.	L-4006941	20-08-2010	Lucky Cement Ltd., 58 Km. Main Highway Karachi, East Karachi, Pakistan-75350	43, Grade ordinary Portland cement	8112		1989
47.	L-4007034	20-08-2011	Aramit Cement Ltd. 53, Kalurghat Heavy Industriak Estate, PO Mohara, Chittagong, Dhaka Bangladesh	Portland slag cement	455		1989
48.	L-4007135	21-08-2010	Maple Leaf Cement Factory Limited 42, Lawrance Road, Lahore Pakistan	43 Grade ordinary Portland cement	8112		1989

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
49.	L-4007236	02-09-2010	Lafarge Pakistan Cement Ltd., Near Kalar Kahar Choi Mallot Road, Chakwal, Punjab, Pakistan	53 Grade ordinary Portland cement	12269		1987
50.	L-4007337	06-09-2010	Thai Pigeon Co. Ltd., 944, Moo 15, Theparaks Industrial Estate T Bag Sao Thong Bang, Sao Thong, Sub District, Samutprakaran 10540 Thailand	Plastic Feeding Bottles	14625		1999
51.	L-4007438	17-09-2010	Mainawati Steel Industries Pvt. Ltd., Dubabi-3, Sunsari, Nepal	Steel sockets	1239	(Pt-2)	1992
52.	L-4007539	23-09-2010	Fecto Cement Limited, 2nd Floor, Majeed Plaza Bank Road, Saddar, Rawalpindi, Pakistan	43 grade ordinary Portland cement	8112		1989
53.	L-4007640	23-09-2010	D.G. Khan Cement Co. Ltd., Khojli Sattai, D.G. Khan, Pakistan 32250	43 grade ordinary Portland cement	8112		1989
54.	L-4007741	23-09-2009	D.G. Khan Cement Co. Ltd., Nishant House, 53-A, Lawrence Road, Lahore, Pakistan	Sulphate resisting Portland cement	12330		1988
55.	L-4007842	23-09-2010	D.G. Khan Cement Co. Ltd., Tehsil Kallar Kahar, Distt. Chakwal, Pakistan,	53, Grade ordinary Portland cement	12269		1987
56.	L-4007943	23-09-2010	Askari Cement Ltd., Wah, Railway Station Wah, Rawalpindi Pakistan-47020	43, Grade ordinary Portland cement	8112		1989
57.	L-4008036	25-09-2010	Holcim (Bangladesh) Ltd., Meghnaghat P.O. New Town P.S. Sonargaon Narayangong, Bangladesh	33 grade ordinary Portland cement	269		1989
58.	L-4008137	25-09-2011	Holcim (Bangladesh) Ltd., Meghnaghat P.O. New Town P.S. Sonargaon Narayangong, Bangladesh	43 grade ordinary Portland cement	8112		1989
59.	L-4008238	25-09-2010	Holcim (Bangladesh) Ltd., Meghnaghat P.O. New Town P.S. Sonargaon Narayangong, Bangladesh	Ordinary Portland cement 53 grade	12269		1987



(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
60.	L-4008440	27-09-2011	Bestway Cement Ltd., Kallar Kahar-Choa Saidan Shah Road, Distt. Chakwal, Punjab, Tatral, Islamabad, Pakistan	43 grade ordinary Portland cement	8112		1989
61.	L-4008541	04-10-2011	Pioneer Cement Limited, Chenki Jauharabad, Distt. Khushab Pakistan	43 grade ordinary Portland cement	8112		1989
62.	L-4008642	04-10-2009	Dewan Cement Limited, Deh Dendo, District Malir Karachi, Pakistan	Sulphate resisting Portland cement	12330		1988
63.	L-4008743	04-10-2009	Dewan Hatter Cement Limited, Village Kamilpur, District Haripur Hatter, N.W.F.P Pakistan	43 Grade ordinary Portland cement	8112		1989
64.	L-4008844	23-10-2010	Shah Cement Industries Ltd., Charmerarshar, Muktapur, Munshigonj, Dhaka, Bangladesh	Portland pozzolana cement part I Flyash based	1489	(Pt-1)	1991
65.	L-4008945	28-10-2010	Al Abbas Cement Industries Limited, Nooriabad Industrial Area, Kalo Kahar Distt. Dadu Sindh Pakistan	43 Grade ordinary Portland cement	8112		1989
66.	L-4009038	28-10-2009	Javedan Cement Ltd., Manghopir Karachi West Sindh, Pakistan-75890	43 Grade ordinary Portland cement	8112		1989
67.	L-4009139	13-11-2009	Thatta Cement Company Limited, Makli Ghulamullah Road, Thatta, Sindh, Pakistan-73160	43 Grade ordinary Portland cement	8112		1989
68.	L-4009240	13-11-2010	Hulas Wire Industries P. Limited, Gokha Ts Complex Tanki Sinwari, Morang, Biratnagar, Nepal	Aluminium conductors for overhead transmission purposes part 5 Aluminium Conductors galvanized steel reinforced for extra high voltage (400 KV and above)	398	Pt-5	1992
69.	L-4009341	13-11-2010	Hulas Wire Industries P. Limited, Gokha Ts Complex Tanki Sinwari, Morang, Biratnagar, Nepal	Alumium conductors for overhead transmission purposes part 2, Aluminium galvanized steel reinforced	398	(Pt-2)	1996

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
70.	L-4009442	19-11-2010	P.T. Mecoindo, East Jakarta, Industrial Park, Plot No. 6 B-2, Lemah, Abang Bekasi-17550	Ac static watt-hour meters, class 1 and 2	13779		1999
71.	L-4009644	17-12-2009	Panchkanya Rotomoulds Pvt. Ltd., Kotehawa Sidhartha Nagar, Bharahawa, Nepal	UPVC pipes for soil and waste discharge systems inside buildings including ventilation and rain water system	13592		1992
72.	L-4009745	17-12-2009	Panchkanya Rotomoulds Pvt. Ltd., Kotehawa Sidhartha Nagar, Bharahawa, Nepal	UPVC injection moulded fittings for soil and waste discharge systems for inside and outside buildings including ventilation and rain water system	14735		1999
73.	L-4009846	19-12-2010	Longwell Company Song Gang Factory Tang Xia Chong Village, Song Gang Bao An. Distt. Shenzhen Guangdong, China	PVC insulated cables for working voltages upto and including 1100 V	694		1990
74.	L-4009947	19-12-2010	Longwell Company Song Gang Factory Tang Xia Chong Village, Song Gang Bao An. Distt. Shenzhen Guangdong, China	Plugs and Socket outlets of 250 Volts and rated current upto 16 amperes	1293		2005
75.	L-4010225	1-1-2010	Yingde Dragon Mountain Cement Co. Ltd., Wang Bu twon Yingde Municipality Guangdong, Province China, P. R. China	43 Grade ordinary Portland cement	8112		1989
76.	L-4010326	1-1-2011	Pioneer Wires Pvt. Ltd., Nemua, Tanki Sinwari Morang Nepal Distt. Morang Nepal	Aluminium conductors for overhead transmission purposes part 2, Aluminium galvanized steel reinforced	3975		1999
77.	L-4010528	5-2-2011	Premier Cement Mills Ltd., West Muktapur, P.O. Panchashar-Thana- Munshiganj, Dhaka, Bangladesh	Portland pozzolana cement part I Flyash based	1489	Pt-1	1991
78.	L-4010629	19-2-2010	Hulas Wire Industries Ltd., Golcha Ts Complex Tanki Sinwari, Morang Birat Nagar, Nepal	Mild Steel wires, formed wires and tapes for armouring of cables	3975		1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
79.	L-4010730	26-2-2011	Druk Iron and Steel Phuentsholing, Rabtengang, Chukha, Bhutan	High strength deformed steel bars and wires for concrete reinforcement	1786		2008
80.	L-4010831	4-3-2010	Michelin Siam Co. Ltd., 252, Phaholyothin Road Samsaen Nai, Phyathi, Bangkok-10400 Thailand	Automotive vehicles- Pneumatic Tyres for commercial vehicles Diagonal and radial ply	15636		2005
81.	L-4010932	4-3-2010	Michelin Siam Co. Ltd., 87/11 M., Tungsukla A, Sriracha, Chonburi, Tungsukla Thailand 20230	Automotive vehicles- Pneumatic Tyres for commercial vehicles Diagonal and radial ply	15633		2005
82.	L-4011025	2-4-2010	Pioneer Electrocables Pvt. Ltd., Tanki Sinwari, Nimuwa, VDC-6, District Morang, Nepal	PVC Insulated cables for working voltages upto and including 1100 V	694		1990
83.	L-4011126	2-4-2010	Pioneer Electrocables Pvt. Ltd., Tanki Sinwari, Nimuwa, VDC-6, District Morang, Nepal	PVC Insulated (heavy duty) electric cables Part I for working voltages upto and including 1100 V	1554	Pt 1	1988
84.	L-4011227	2-4-2010	Pioneer Electrocables Pvt. Ltd., Tanki Sinwari, Nimuwa, VDC-6, District Morang, Nepal	Crosslinked polyethylene insulated PVC sheathed cables : Part I for working voltage upto and including 1100 V	7098	Pt 1	1988
85.	L-4011328	3-4-2011	Mead Johnson Nutrition (Thailand) Ltd., B.M.S.T. Amata Nakara Indl. Estate, Phase-4, 700/428, Moo-7, Don Huaroh, Muang Chonburi, Thailand-20000	Follow up Forumla Complementary Food	15757		2007
86.	L-4011429	3-4-2011	Mead Johnson Nutrition (Thailand) Ltd., B.M.S.T. Amata Nakara Indl. Estate, Phase-4, 700/428, Moo-7, Don Huaroh, Muang Chonburi, Thailand-20000	Infant Mild Substitute	14433		2007
87.	L-4011530	22-5-2010	Michelin Siam Co. Ltd., No. 15, Shenxin Road, Shenyang, Yu-Hong China-110141	Automotive vehicles- Pneumatic Tyres for commercial vehicles Diagonal and Radial ply	15636		2005
88.	L-4011631	30-5-2011	Lucky Cement Ltd., Main Indus. Highway. Pezu, Bannu, Lakki, Marwat, N.W.F.P. Pezu, Pakistan	43 Grade ordinary Portland cement	8112		1989

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
89.	L-4011732	16-6-2011	Abbott Laboratories B.U. Zwolle Rieteweg 21, 8041 AJ, Zwolle, Netherlands	Infant Mild Substitute	14433		2007
90.	L-4011833	16-6-2009	Unique Cement Industries, Meghnaghat, Sonagram, Distt. Narayanganj, Bangladesh	Ordinary Portland cement, 33 grade	269		1989
91.	L-4011934	13-7-2011	Philips Electronics U.K. Limited, Lower Road Glemsford Suffolk CO 107 QS England, Glemsford U.K.	Plastic Feeding Bottles	14625		1989
92.	L-4012027	27-7-2010	Attock Cement Pakistan Ltd., Hub Chowki, Lasebella, Distt. Baluchistan Pakistan	43 Grade ordinary Portland cement	8112		1989
93.	L-4012027	31-7-2011	Kohat Cement Company Limited Pindi Road N.W.F.P. Kohat Pakistan	43 Grade ordinary Portland cement	8112		1989
94.	L-4012229	31-8-2011	Bestway Cement Limited Kallar Kahar-Choa Saidan Shah Road, Distt. Chakwal Punjab, Tatral, Pakistan	53 Grade ordinary Portland cement	12269		1987
95.	L-4012330	27-8-2010	Shanghai Michelin Warrior Type Co. Ltd., Michelin China P/F, Pos Plaza, 1600 Century Ave Pudong Shanghai, China-P. R.	Automotive vehicles- Pneumatic Tyres for passenger car vehicles Diagonal and radial ply	15633		2005
96.	L-4012431	27-8-2010	Michelin Shenyang Type Co. Ltd., No. 15, Shenxin Road, Shenyang, Yu-Hong China-110141 Shenyang, China	Automotive vehicles- Pneumatic Tyres for passenger car vehicles Diagonal and radial ply	15633		2005
97.	L-4012532	11-9-2010	Seven Circle (Bangladesh) Ltd., Ghar Mirpur, Kaligong, Gazipur, Banladesh, Dhaka, Bangladesh	Portland pozzolana cement part I Flyash based	1489	(Pt-1)	1991
98.	L-4012633	26-10-2010	Emirates Cement Bangladesh Ltd., East Muktarpur, Munshigonj, Bangladesh	Portland pozzolana cement part I Flyash based	1489	(Pt-1)	1991

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
99.	L-4012734	18-11-2011	D. G. Khan Cement Co. Ltd., Khairpur, Punjab, Kalar Kahar, Distt. D. G. Khan, Pakistan	43 Grade ordinary Portland cement	8112		1989
100.	L-4012835	19-11-2010	Cherat Cement Co. Ltd., P.O. Box No. 28, Village Kakrai, Nowshera, Pakistan	43 Grade Ordinary Portland cement	8112		1989
101.	L-4012936	27-11-2010	Bhutan Rolling Mills (P) Limited, Pasakha Indl. Estate, Pasakha, Chukha, Bhutan	High strength reformed steel bars and wires for concrete Reinforcement	1786		2008
102.	L-4013029	26-11-2011	Rajesh Metal Craft Pvt. Ltd., Jeetpur, Distt. Bara, Nepal	Hollow steel sections for structural use	4923		1997
103.	L-4013130	30-11-2010	Siam Tyre Phrapradaeng Co. Ltd., 32, Moo 2, Poochoasamingprai Road, Samutprakaran Samrong Klay, Phrapradaeng, Thailand 10130	Automotive vehicles- Pneumatic Tyres for passenger car vehicles	15633		2005
104.	L-4013231	11-12-2009	Bestway Cement Ltd., Surajgali Road, N.W.F.P. Hattar, Distt. Haripur, Pakistan	43 Grade ordinary Portland cement	8112		1989
105.	4013332	2-2-2010	Yarab (P) Ltd., Indl. Estate Shed No. 10/11/12, P P.O. Box 308 Phuentsholing Distt. Chukha, Bhutan	PVC Insulated cables for working voltages upto and including 1100V	694		1990
106.	L-4013433	5-3-2010	Maple Leaf Cement Factory Limited, Iskanderabad, Distt. Miawali Pakistan	White Portland cement	8042		1989
107.	L-4013534	8-3-2010	Everfull Electronic Co. The 4th Industrial Area, Fu-Ming Village, Guan Lan Town, Shenzhen, China	PVC Insulated cables for working voltages upto and including 1100V	694		1990
108.	L-4013635	19-4-2010	Everfull Electronic Co. The 4th Industrial Area, Fu-Ming Village, Guan Lan Town, Shenzhen, China	Plugs and Socket outlets of 250 Volts and reated current upto 16 amperes	1293		2005

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
109.	L-4013736	20-5-2010	Unique Cement Inds. Ltd., Meghnaghat, Sonargaon, Narayangonj, Bangladesh	43 Grade ordinary Portland cement	8112		1989
110.	L-4013837	21-6-2010	Lhaki Steel & Rolling Private Limited Pasakha, Bhuran	High strength reformed steel bars and wires for concrete Reinforcement (TMT Bar) Gr. Fe-415	1786		2008
111.	L-4013938	6-7-2010	Zhejiang Jindun Pressure Vessel Co. Ltd., Xiaoyue Industrial Zone, Shangyu City, Zhejiang, Xiaoyue Distt. Shangyu China-312367	Quenched and Tempered steel cylinders with Tensile strength less than 1100 mpa (112 Kg/mm <sup>2</sup> )	7285	(Pt 1)	2004
112.	L-4014031	19-7-2010	Shinkwang Lanka Pvt. Ltd., Pattiwila road, Sapugaskanda Makola, Colombo, Sri Lanka	Self Ballasted lamps for general lighting services (Part 1 & Part 2)	15111		2002
113.	L-4014132	14-9-2010	Kohat Cement Company Limited 64-E-1/D, Gulberg-III, Punjab, Lahore, Pakistan	White Portland cement	8042		1989
114.	L-4014233	4-10-2010	Shenzhen Kaifa Technology Co. Ltd., The 2nd and 3rd Floor of Seg-Hitachi 5001, Huanggang Road, Guangdong, Futian, Shenzhen, China 518035	Ac static transformer operated watt-hour and var-hour meters, class 0.2s and 0.5s	14697		1999
115.	L-8221157	31-10-2009	Bhutan Board Products Ltd., Tala, Bhutan	Wood Particle Board (Medium Density)	3087		2005
116.	L-8221258	31-10-2009	Bhutan Board Products Ltd., Tala, Bhutan	Prelaminated plastic board	12823		1990
117.	L-8310560	31-8-2010	Penden Cement, Authority Ltd., Gomtu, distt. Samtse, Bhutan	33 Grade ordinary Portland cement	269		1989
118.	L-8310661	31-8-2010	Penden Cement, Authority Ltd., Gomtu, distt. Samtse, Bhutan	43 Grade ordinary Portland cement	8112		1989
119.	L-8310762	31-8-2010	Penden Cement, Authority Ltd., Gomtu, distt. Samtse, Bhutan	Portland slag cement	455		1989

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
120.	L-8443377	5-8-2010	Bhutan Polythene Co. Ltd., Post Box No. 152, Phuentsholing Bhutan	High Density Polyethylene pipes for portable water supplied	4984		1995
121.	L-8488807	2-6-2010	Lhaki Cement Pvt. Ltd., Gomtu Bhutan Via Birpara Jallpaiguri, Bhutan	43 Grade ordinary Portland cement	8112		1989
122.	L-8488908	2-6-2010	Lhaki Cement Pvt. Ltd., Gomtu Bhutan Via Birpara Jallpaiguri, Bhutan	33 Grade ordinary Portland cement	369		1989

[No. CMD/13: 11]

C. K. MAHESHWARI; Scientist G (Certification)

नई दिल्ली, 3 फरवरी, 2010

का.आ. 444.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं।

## अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 11951: 2009 डेजर्ट कूलरों के लिए पम्पसेट-विशिष्ट (पहला पुनरीक्षण)	आई एस 11951: 1987 डेजर्ट कूलरों के लिए पम्पसेट-विशिष्ट	01, फरवरी 2010

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: एम.ई.डी./जी-2:1]

सी. के. वेदा, वैज्ञा. एफ एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 3rd February, 2010

S.O. 444.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standard, hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

## SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 11951: 2009 Pumpset for desert coolers-Specification (First Revision)	IS 11951: 1987 Pumpset for desert coolers-Specification	01 February, 2010

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MED/G-2:1]

C. K. VEDA, Sc. F &amp; Head (Mechanical Engineering)

नई दिल्ली, 3 फरवरी, 2010

का.आ. 445.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किये गये हैं :

## अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 3196 (भाग 4) 2001 अल्प दाब द्रवमाप गैसों के लिए 5 लिटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर विशिष्ट भाग 4 अविषालु और संक्षारक गैसों के लिए सिलिंडर	संशोधन नं. 2, नवम्बर, 2009	12 जनवरी, 2010
2.	आई एस 15490: 2004 वाहनों के लिए ईंधन के रूप में संग्रहित प्राकृतिक गैस के ऑन बोर्ड भंडारण के लिए सिलेंडर - विशिष्ट	संशोधन नं. 2, दिसम्बर, 2009	12 जनवरी, 2010

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ: एम.ई.डी./जी-2:1]

सी. के. वेदा, वैज्ञ. एफ एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 3rd February, 2010

S.O. 445.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

## SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 3196 (Part 4) : 2001 Welded low carbon steel cylinders exceeding 5 litre water capacity for low pressure liquefiable gases Specification Part 4 Cylinders for toxic and corrosive gases	Amendment No. 2 November, 2009	12 January, 2010



(1)	(2)	(3)	(4)
2	IS 15490 : 2004 cylinders for on-board storage of compressed natural gas as a fuel for automotive vehicles - Specification	Amendment No. 2 December, 2009	12 January, 2010

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: MED/G-2:1]

C. K. VEDA, Sc. F & Head (Mechanical Engineering)

### कोयला मंत्रालय

नई दिल्ली, 1 फरवरी, 2010

का.आ. 446.—केंद्रीय सरकार को प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अधिप्राप्त किये जाने की संभावना है;

अतः अब केंद्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 ( 1957 का 20 ) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वोक्त करने के अपने आशय की सूचना देती है ;

इस अधिसूचना के अन्तर्गत आने वाले रेखांक सं. एम.सी.एल./एस.ए.एम.बी./जी.एम.(सी.पी.एंड पी.)/हिंगुला-II एक्सटेंशन/2009/48 तारीख 27-07-2009 का निरीक्षण महाप्रबंधक (भूमि/राजस्व और पुनर्वास), महानदी कोलफील्ड्स लिमिटेड, जागृति विहार, बुर्ला, संबलपुर-768020 (उड़ीसा) के कार्यालय में या कलेक्टर और जिला मजिस्ट्रेट, अंगुल(उड़ीसा) के कार्यालय में या कोयला नियंत्रक, 1 कार्डसिल हाऊस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र के प्रकाशन की तारीख से नब्बे दिनों के भीतर महाप्रबंधक(भूमि/राजस्व और पुनर्वास), महानदी कोलफील्ड्स लिमिटेड, जागृति विहार, बुर्ला, संबलपुर-768020 (उड़ीसा) के कार्यालय में भेजेंगे।

### अनुसूची

महानदी कोलफील्ड्स लिमिटेड

हिंगुला-II विस्तार परियोजना का ईस्टर्न पार्ट आफ गोपालप्रसाद (वेस्ट)

और गोपालप्रसाद (ईस्ट) जिओलोजिकल ब्लॉक

तालचेर, जिला अंगुल, उड़ीसा

(रेखांक सं. : एम.सी.एल./एस.ए.एम.बी./जी.एम.(सी.पी.एंड पी.)/हिंगुला-II एक्सटेंशन/2009/48 तारीख 27-07-2009).

क्रम संख्या	गाँव	पुलिस थाना	गाँव संख्या	जिला	क्षेत्र (हेक्टेयर में)	एकड़ (एकड़ में)	टिप्पणी
1.	कुसुमपाल	कोलियरी	262	अंगुल	54.15	133.81	भाग
2.	गोपालप्रसाद	कोलियरी	263	अंगुल	135.23	334.15	भाग
3.	मालीबन्धा	कोलियरी	265	अंगुल	87.36	215.86	भाग
4.	नुआमुहिन	कोलियरी	266	अंगुल	28.87	71.34	भाग
5.	आसनबाहाल	कोलियरी	264	अंगुल	44.42	109.76	पूर्ण
6.	अम्बापाल	अंगुल	430	अंगुल	29.54	73.00	भाग
7.	नुआमुहिन आर. एफ.	अंगुल	-	अंगुल	178.07	440.00	भाग
8.	निशा पी.एफ.	अंगुल	-	अंगुल	165.92	410.00	भाग
कुल क्षेत्र					723.56	1787.92	
					हेक्टेयर	एकड़	
					( लगभग )	( लगभग )	

**सीमा विवरण :**

- क-ख-ग :** रेखा बिन्दु 'क' से प्रारंभ होती है जो ग्राम बाधुआबोल, कंकरेई और निशा पी-एफ का ट्राइजंक्सन है और बाधुआबोल गाँव तथा निशा पी.एफ. की सम्मिलित सीमा से होकर गुजरती हुई बिन्दु 'ख' पर मिलती है और इसके बाद भालुगाडिया गाँव और निशा पी.एफ. की सम्मिलित सीमा से गुजरती हुई बिन्दु 'ग' पर मिलती है ।
- ग-घ-ङ :** इसके बाद रेखा भालुगाडिया गाँव की आंशिक सम्मिलित गाँव सीमा और गोपालप्रसाद गाँव की आंशिक सम्मिलित गाँव सीमा से गुजरती हुई बिन्दु 'घ' पर मिलती है । इसके पश्चात् भालुगाडिया और कुसुमपाल गाँव की आंशिक गाँव सीमा से गुजरती हुई बिन्दु 'ङ.' पर मिलती है ।
- ङ.-च-छ-झ-ञ :** इसके बाद रेखा कुसुमपाल गाँव से होकर गुजरती हुई बिन्दु 'च' पर मिलती है, गोपालप्रसाद गाँव से होकर गुजरती हुई बिन्दु 'छ' पर मिलती है, मालीबंघ गाँव से होकर गुजरती हुई बिन्दु 'ज' पर मिलती है, इसके बाद नूआमुहि गाँव से गुजरती हुई बिन्दु 'झ' पर मिलती है । नूआमुहि आर.एफ. गाँव से गुजरती हुई बिन्दु ज पर मिलती है ।
- ञ-ट-ठ :** इसके बाद रेखा नूआमुहि आर एफ और कलमछुई गाँवों की आंशिक सम्मिलित सीमा से होकर गुजरती है और बिन्दु 'ट' पर मिलती है जो नूआमुहि आर.एफ. कलमछुई और आम्बपाल गाँवों की ट्राई जंक्शन बिन्दु है । रेखा कलमछुई और आम्बपाल गाँवों की आंशिक गाँव सीमा से होकर गुजरती हुई बिन्दु 'ठ' पर मिलती है ।
- ठ-ड-ढ-ण-त :** इसके बाद रेखा आम्बपाल गाँव से गुजरती हुई बिन्दु 'ड' पर मिलती है, फिर रेखा आम्बपाल गाँव से गुजरती हुई बिन्दु 'ढ' पर मिलती है । रेखा बिन्दु 'ढ' से गाँव आम्बपाल तथा नूआमुहि आर एफ की भाग सम्मिलित गाँव सीमा से गुजरती हुई गाँव नूआमुहि आर एफ से गुजरती हुई बिन्दु 'ण' पर मिलती हुई और नूआमुहि आरएफ तथा असनबाहाली गाँवों की आंशिक सम्मिलित सीमा से गुजरती हुई बिन्दु 'त' पर मिलती है ।
- त-थ-द-क :** इसके बाद रेखा नूआमुहि आरएफ गाँव से गुजरती हुई बिन्दु 'थ' पर मिलती है । रेखा बिन्दु 'थ' से नूआमुहि आरएफ और निशा पी.एफ. की आंशिक सम्मिलित सीमा से गुजरती है । इसके बाद निशा पी.एफ. गाँव से होकर गुजरती है और बिन्दु 'द' पर मिलती है इसके बाद रेखा निशा पी.एफ. बाजीचन्द्रपुर, पीरखमन और निशा पी.एफ.-कंकरेई गाँवों की आंशिक गाँव सीमा से गुजरती हुई प्रारंभ होने वाले बिन्दु 'क' पर मिलती है ।

[फा. सं. 43015/31/2009-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

**MINISTRY OF COAL**

New Delhi, the 1st February, 2010

**S.O. 446.**—Whereas, it appears to the Central Government that coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisitions and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing number MCL/SAMB/GM(CP&P)/Hingula-II extension/2009/48 dated the 27th July, 2009 of the area covered by this notification can be inspected at the Office of the General Manager, (Land/Revenue and Resettlement), Mahanadi Coalfields Limited, Jagruti Vihar, Burla Sambalpur-768020 (Orissa) or at Office of the Collector and the District Magistrate, Angul, (Orissa) or at Office of the Coal Controller, 1. Council House Street, Kolkata.

All persons interested in the land covered by this notification shall deliver all maps, chart and other documents referred in sub-section (7) of section 13 of the said act to the General Manager, (Land/Revenue and Rehabilitation), Mahanadi Coalfields Limited, Jagruti Vihar, Burla, Sambalpur-768020 (Orissa) within ninety days from the date of publication of this notification in the Official Gazette.

## SCHEDULE

## MAHANADI COALFIELDS LIMITED

Hingula-II Extension Project of Eastern Part of Gopalprasad (West) and Gopalprasad (East) Geological Blocks of Talcher Coalfield Coal Mining Block

District-Angul, Orissa

(Plan number: MCL/SAMB/GM(CP&P)/Hingula-II Extension/2009/48 Dated the 27th July, 2009).

Sl. No.	Mouza/Village	Thana	Village No.	District	Area (in Hectares)	Area (in acres)	Remarks
01	Kusumpal	Colliery	262	Angul	54.15	133.81	Part
02	Gopal prasad	Colliery	263	Angul	135.23	334.15	Part
03	Mallibandha	Colliery	265	Angul	87.36	215.86	Part
04	Nuamuhin	Colliery	266	Angul	28.87	71.34	Part
05	Asanbahal	Colliery	264	Angul	44.42	109.76	Part
06	Ambapal	Angul	430	Angul	29.54	73.00	Part
07	Nuamuhin R.F.	Angul	-	Angul	178.07	440.00	Part
08	Nisa P.E.	Angul	-	Angul	165.92	410.00	part
<b>Total Area-</b>					<b>723.56 Hectares</b>	<b>1787.92 Acres</b>	
					<b>(approximately)</b>	<b>(approximately)</b>	

## BOUNDARY DESCRIPTION:-

- A-B-C:** Line started at point 'A' which is the trijunction point of village Baghuaboli, Kankare and Nisha P.F. and passes over the common village boundary of village Baghuaboli and Nisha P.F. meets at point B, then passes over the common village Bhalugadia and Nisha P.F. meets at point 'C'.
- C-D-E:** Then line passes over the part common village boundary of village Bhalugadia and part common village boundary of village Gopal Prasad meets at point 'D' then passes over part common village boundary of village Bhalugadia and Kusumpal meets at point 'E'.
- E-F-G-H-I-J:** Then line passes through village Kusumpal and meets at point 'F' passes through village Gopal Prasad at point 'G' passes through village Malibandha meets at point 'H' then passes through village Nuamuhin meets at point 'I' passes through village Nuamuhin R.F. and meets at point 'J'.
- J-K-L:** Then line passes over the part common village Nuamuhin R.F. and Kalamchhuin meet at point 'K' which is the trijunction point of village Nuamuhin R.F. Kalamchhuin and Ambapal. Then passes over the common boundary of village Ambapal and Kalamchhuin meets at point 'L'.
- L-M-N-O-P:** Line passes through village Ambapal, meets at point 'M' again passes through village Ambapal and meet at point "N". At point 'N' the line cross the common village boundary of village Ambapal and Nuamuhin R.F. and passes through village Nuamuhin R.F. meets at point 'O' then passes over the part common village boundary of village Ashanbahali and Nuamuhin R.F. meets at point 'P'.
- P-Q-R-A:** Line passes through village Nuamuhin R.F. meets at point 'Q'. At point 'Q' line cross the common village boundary of village Nuamuhin R.F. and Nisha P.F. then passes through village Nisha P.F. and meets at point 'R' then passes over the common village boundary of village Nisha P.F. Balichandrapur Nisha P.F. Pirakhaman and Nisha P.F. Kankarai (Part) meets at starting point 'A'.

[F. No. 43015/31/2009-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 1 फरवरी, 2010

का.आ. 447.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है ।

इस अधिसूचना के अन्तर्गत आने वाले रेखांक सं. आरईवी/ 61/09 तारीख 2 दिसम्बर, 2009 का निरीक्षण मुख्य महा प्रबन्धक, जयन्त परियोजना, पोस्ट जयन्त, जिला सिंगरौली (मध्य प्रदेश) के कार्यालय में या मुख्य महा प्रबन्धक (गवेषण डिवीजन), सेंट्रल माइन प्लानिंग और डिजाइन इंस्टिट्यूट, गोंडवाना प्लेस, कांके रोड, रांची या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता के कार्यालय में या कलेक्टर सिंगरौली (मध्य प्रदेश) के कार्यालय में या नार्दर्न कोलफील्ड्स लिमिटेड, सिंगरौली, मध्य प्रदेश के मुख्यालय में किया जा सकता है ।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी/मुख्य महा प्रबन्धक (राजस्व/पुनर्वास एवं पुनर्स्थापन) नार्दर्न कोलफील्ड्स लिमिटेड, सिंगरौली को भेजेंगे ।

### अनुसूची

मेहरौली वेस्ट (डिप नार्थ साइड) ब्लॉक

नार्दर्न कोलफील्ड्स लिमिटेड, सिंगरौली

जिला-सिंगरौली (मध्य प्रदेश)

(रेखांक बियरिंग संख्या-आरईवी/ 61/09 तारीख 2 दिसम्बर, 2009 )

क्रम सं.	ग्राम	थाना	ग्राम संख्या	तहसील	जिला	क्षेत्रफल (हेक्टर में)	क्षेत्रफल (एकड़ में)	टिप्पणी
1.	मेढौली	मोरवा	131	सिंगरौली	सिंगरौली	462.00	1141.60	
						योग :- 462.00	1141.60	
						(लगभग)	(लगभग)	

### सीमा वर्णन :-

- क-ख रेखा बिन्दु "क" से आरंभ होती है और ग्राम मेढौली से और निगाही ब्लॉक विस्तार की अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु "ख" पर मिलती है ।
- ख-ग रेखा बिन्दु "ख" से आरंभ होती है और ग्राम मेढौली से और निगाही ब्लॉक विस्तार की अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु "ग" पर मिलती है ।
- ग-घ रेखा बिन्दु "ग" से आरंभ होती है और ग्राम मेढौली से और निगाही ब्लॉक विस्तार की अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु "घ" पर मिलती है ।
- घ-ड रेखा बिन्दु "घ" से आरंभ होती है और ग्राम मेढौली से और जयन्त ब्लॉक विस्तार (सब-ब्लॉक वी) की अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु "ड." पर मिलती है ।
- ड-च रेखा बिन्दु "ड." से आरंभ होती है और ग्राम मेढौली से और जयन्त ब्लॉक विस्तार (सब-ब्लॉक वी) की अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु "च" पर मिलती है ।
- च-छ रेखा बिन्दु "च" से आरंभ होती है और ग्राम मेढौली से और दुधुचुआ ब्लॉक विस्तार - II की अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु "छ" पर मिलती है ।

छ-ज रेखा बिन्दु "छ" से आरंभ होती है और ग्राम मेढौली से होकर जाती है तथा बिन्दु "ज" पर मिलती है।

ज-झ रेखा बिन्दु "ज" से आरंभ होती है और ग्राम मेढौली से होकर जाती है तथा बिन्दु "झ" पर मिलती है।

झ-क रेखा बिन्दु "झ" से आरंभ होती है और ग्राम मेढौली से होकर जाती है तथा आरम्भिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/37/2009-पी.आर.आई.डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 1st February, 2010

**S.O. 447.**— Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing Number REV. /61/09 dated 2nd December, 2009 of the area covered by this notification can be inspected at the Office of the Chief General Manager, Jayant Project, Post : Jayant, District Singrauli, Madhya Pradesh or at the Office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Godwana Place, Kanke Road, Ranchi or at the Office of the Coal Controller, 1, Council House Street, Kolkata or at the Office of the District Collector, Singrauli, Madhya Pradesh or at the Head -quarters of M/s. Northern Coalfields Limited, Singrauli, Madhya Pradesh,

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Officer-in-Charge or Chief General Manager) Revenue / Rehabilitation and Resettlement), Northern Coalfields Limited, Singrauli within ninety days from the date of the publication of this notification in the Official Gazette.

#### SCHEDULE

**Mehrauli West (Dip North side) Block** •  
Northern Coalfields Limited, Singrauli  
District- Singrauli (Madhya Pradesh)

(Plan Bearing No. REV. /61/09 dated the 2nd December, 2009)

Sl. No.	Village	Thana	Village Number	Tahsil	District	Area in Hectares	Area in Acres	Remarks
1.	Medhauli	Morwa	131	Singrauli	Singrauli	462.00	1141.60	Part
Total						462.00	1141.60	(approximately) (approximately)

#### BOUNDARY DESCRIPTION :—

- A-B Line starts from point "A" passes through village Medhauli and passes over the acquired boundary of Nigahi Block Extension and meets at point - "B"
- B-C Line starts from point "B" passes through village Medhauli and passes over the acquired boundary of Nigahi Block Extension and meets at point - "C"
- C-D Line starts from point "C" passes through village Medhauli and passes over the acquired boundary of Nigahi Block Extension and meets at point - "D".
- D-E Line starts from point "D" passes through village Medhauli and passes over the acquired boundary of Jayant Block Extension (Sub-Block V) and meets at point - "E".

- E-F Line starts from point "E" passes through village Medhauri and passes over the acquired boundary of Jayant Block Extension (Sub-Block V) and meets at point - "F".
- F-G Line starts from point "F" passes through village Medhauri and passes over the acquired boundary of Dudhichua Block Extension - II and meets at point - "G".
- G-H Line starts from point "G" and passes through village Medhauri and meets at point "H".
- H-I Line starts from point "H" and passes through village Medhauri and meets at point "I".
- I-A Line starts from point "I" and passes through village Medhauri and meets at starting point "A".

[F. No. 43015/37/2009-PRIW-1]  
M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 1 फरवरी, 2010

**का.आ. 448.**—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अधिप्राप्त किए जाने की संभावना है ;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है ।

इस अधिसूचना के अन्तर्गत आनेवाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/354 तारीख 20 अगस्त, 2009 का निरीक्षण कलेक्टर, सरगुजा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, कार्डसिल हाऊस स्ट्रीट, कोलकाता 700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर- 495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है ।

इस अधिसूचना के अन्तर्गत आनेवाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व) साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर -495006 (छत्तीसगढ़) को भेजेंगे ।

#### अनुसूची

सेंधोपारा ब्लॉक, भटगांव क्षेत्र

जिला-सरगुजा ( छत्तीसगढ़ )

[रेखांक संख्या-एसईसीएल/ बीएसपी/जीएम (पीएलजी)/भूमि/354 तारीख 20 अगस्त, 2009] (पूर्वक्षण के लिए अधिसूचना भूमि दर्शाते हुए),

#### क. राजस्व भूमि :

क्रम सं.	ग्राम	ग्राम सं.	पटवारी हल्का सं.	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	बंसीपुर	44	17	प्रतापपुर	सरगुजा	130.00	भाग

कुल क्षेत्रफल :- 130.00 हेक्टर (लगभग) या 321.23 एकड़ (लगभग)

#### ख. राजस्व वन भूमि ( सीजेजे/बीजेजे ) :

क्रम सं.	ग्राम	ग्राम सं.	पटवारी हल्का सं.	तहसील	जिला	क्षेत्र हेक्टर	टिप्पणी
1.	बंसीपुर	44	17	प्रतापपुर	सरगुजा	70.00	भाग

कुल क्षेत्रफल :- 70.00 हेक्टर (लगभग) या 172.97 एकड़ (लगभग)

Sl. No.	Name of village	Village number	Patawari Halka number	Tahsil	District	Area in Hectares	Remarks
1.	Bansipur	44	17	Pratappur	Surguja	130.00	Part
Total :- 130.00 hectares (approximately) or 321.23 acres (approximately)							

**B. REVENUE FOREST LAND (CJJ/BJJ)**

Sl. No.	Name of village	Village number	Patawari Halka number	Tahsil	District	Area in Hectares	Remarks
1.	Bansipur	44	17	Pratappur	Surguja	70.00	Part
Total :- 70.00 hectares (approximately) or 172.97 acres (approximately)							

**C. RESERVE FOREST LAND**

Sl. No.	Compartment number	Sub Division	Division	Area in Hectares	Remarks
1.	P 1682 and P 1683	Surajpur	South Surguja	370.00	Part
Total :- 370.00 hectares (approximately) or 914.27 acres (approximately)					
Grant Total (A+B+C)-570.00 hectares (approximately) or 1408.47 acres (approximately)					

**BOUNDARY DESCRIPTION:**

- A-B-C Line starts from point 'A' in village Bansipur and passes through western part of village Bansipur, point "B" and meets at point "C".
- C-D Line passes through northern part of village Bansipur parallel and adjacent to river and meets at point "D".
- D-E Line passes through eastern part of village Bansipur parallel and adjacent to river and meets at point "E".
- E-F-A Line passes through southern part of village Bansipur point 'F' and meets at starting point "A".

[F. No. 43015/27/2009-PRIW-1]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 3 फरवरी, 2010

का.आ. 449.—केन्द्रीय सरकार को यह पता चलता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में से कोयला अधिष्ठात किए जाने की संभावना है :

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. सी-1 (ई) III /एचआर/797-0809, तारीख 20 अगस्त, 2009 का निरीक्षण वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल इस्टेट, सिविल लाइन्स, नागपुर 440 001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक (एक्सप्लोरेशन डिवीजन), केन्द्रीय खान, योजना और डिजाइन संस्थान, गोंडवाना प्लेस, कांके रोड, रांची के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता के कार्यालय में या जिला कलेक्टर, छिन्दवाड़ा (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितवद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर, मुख्य महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, कन्हान क्षेत्र, पोस्ट दुंगरिया, तहसील जुनारदेव, जिला छिन्दवाड़ा-480 553 (मध्य प्रदेश) या महाप्रबंधक (भूमि/राजस्व), वेस्टर्न कोलफील्ड्स लिमिटेड, राजस्व विभाग, कोल इस्टेट, सिविल लाइन्स, नागपुर-440 001 (महाराष्ट्र) को भेजेंगे।



**अनुसूची**  
**भाकरा अंडरग्राउंड माईन**  
**कन्हान क्षेत्र**  
**जिला छिन्दवाड़ा ( मध्य प्रदेश )**

(रेखांक संख्या-सी-1 (ई) III /एच.आर./797-0809, तारीख 20 अगस्त, 2009)

क्रम सं.	ग्राम का नाम	पटवारी सर्कल संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	भाकरा	09	जुन्नारदेव	छिन्दवाड़ा	144.469	भाग
2.	नंदना	16	जुन्नारदेव	छिन्दवाड़ा	77.241	भाग
<b>कुल क्षेत्रफल : 221.710 हेक्टर ( लगभग )</b>						<b>या 547.845 एकड़ ( लगभग )</b>

**सीमा वर्णन :-**

क-ख-ग-घ-ङ : रेखा ग्राम भाकरा में बिन्दु 'क' से आरंभ होती है और बिन्दु 'ख', 'ग', 'घ' के पास से गुजरती है और बिन्दु 'ङ' पर मिलती है ।

ङ-च-क : रेखा ग्राम भाकरा से गुजरती है फिर नाला और ग्राम भाकरा तथा ग्राम नंदना की सम्मिलित ग्राम सीमा को पार करती है फिर ग्राम नंदना में बिन्दु 'च' के पास से गुजरती है फिर नाला और ग्राम नंदना तथा ग्राम भाकरा की सम्मिलित ग्राम सीमा को पार करती है फिर ग्राम भाकरा से गुजरते हुए आरंभिक बिन्दु 'क' पर मिलती है ।

[ फा. सं. 43015/33/2009-पी.आर.आई.डब्ल्यू-1 ]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 3rd February, 2010

**S.O. 449.**— Whereas, it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing Number C-1 (E) III/HR/797-0809 dated the 20th August, 2009 of the area covered by this notification can be inspected in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur- 440 001 (Maharashtra) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, 1, Council House Street, Kolkata or at the office of the District Collector, Chhindwara (Madhya Pradesh).

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the General Manager (Land/Revenue), Western Coalfields Limited, Revenue Department, Coal Estate, Civil Lines, Nagpur 440 001 (Maharashtra) or office of the Chief General Manager, Western Coalfields Limited, Kanhan Area, Post Office Dungaria, Tahsil Junnardeo, District Chhindwara - 480553 (Madhya Pradesh) within ninety days from the date of publication of this notification in the Official Gazette.

## SCHEDULE

**Bhakra Underground Mine  
Kanhana Area  
District-Chhindwara, (Madhya Pradesh)**

(Plan Bearing number C-1 (E) III/HR/797-0809 dated the 20th August, 2009)

Sl. No.	Name of Village	Patawari circle number	Tahsil	District	Area in Hectares	Remarks
1.	Bhakra	09	Junnardeo	Chhindwara	144.469	Part
2.	Nandna	16	Junnardeo	Chhindwara	77.241	Part
<b>Total area : 221.710 Hectares (approximately) or 547.845 Acres (approximately)</b>						

**Boundary Description :—**

A-B-C-D-E: Line start from point 'A' in village Bhakra and passes nearby Point 'B', 'C', 'D' and meets at Point 'E'.

E-F-A: Line passes through village Bhakra then crosses Nallah and common boundary of villages Bhakra and Nandna, then passes nearby Point 'F' in village Nandna then crosses common village boundary of villages Nandna and Bhakra and Nallah then passes through village Bhakra and meets at starting Point 'A'.

[F.No. 43015/33/2009-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 3 फरवरी, 2010

**का.आ. 450.**—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की संभावना है ;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले के लिए पूर्वक्षेप करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/353 तारीख 20 अगस्त, 2009 का निरीक्षण कलेक्टर, शहडोल और अनुपपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, कार्डसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर- 495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व अनुभाग) साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे।

## अनुसूची

बकही ब्लाक दूसरा विस्तार, सोहागपुर क्षेत्र

जिला-शहडोल और अनुपपुर (मध्यप्रदेश)

रेखांक संख्या-एसईसीएल/ बीएसपी/ जीएम (पीएलजी) /भूमि /353 तारीख 20 अगस्त, 2009 (पूर्वक्षेपण के लिए अधिसूचना भूमि दर्शाते हुए),

क्रम सं.	ग्राम का नाम	बंदोबस्त नम्बर	पटवारी हल्का नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	बकहो	630	103	सोहागपुर	शहडोल	120.846	भाग
2.	बकही	629	47	अनुपपुर	अनुपपुर	459.792	भाग
कुल क्षेत्रफल :- 580.638 हेक्टर (लगभग)							या 1434.81 एकड़ (लगभग)

## सीमा वर्णन :-

## ब्लाक - 1

क-ख रेखा ग्राम बकहो में बिन्दु 'क' से आरंभ होती है और ग्राम बकहो से गुजरती हुई बिन्दु 'ख' पर मिलती है।

ख-ग-घ रेखा ग्राम बकहो के दक्षिणी भाग और बिन्दु 'ग' से होती हुई ग्राम बकहो में अधिग्रहित भूमि के सीमा में बिन्दु "घ" पर मिलती है।

घ-क रेखा ग्राम बकहो में अधिग्रहित भूमि के सीमा से होती हुई आरंभिक बिन्दु 'क' पर मिलती है।

## ब्लाक - 2

ड.-च रेखा ग्राम बकहो में अधिग्रहित भूमि के सीमा पर बिन्दु 'ड.' से आरंभ होती है और ग्राम बकहो से गुजरती हुई बिन्दु 'च' पर मिलती है।

च-छ रेखा ग्राम बकहो से होती हुई ग्राम बकहो में अधिग्रहित भूमि के सीमा में बिन्दु 'छ' पर मिलती है।

छ-ड. रेखा ग्राम बकहो में अधिग्रहित भूमि की सीमा से होती हुई आरंभिक बिन्दु 'ड.' पर मिलती है।

## ब्लाक - 3

ज-झ रेखा ग्राम बकहो में अधिग्रहित भूमि की सीमा पर बिन्दु 'ज' से आरंभ होती है और ग्राम बकहो से गुजरती हुई बिन्दु 'झ' पर मिलती है।

झ-ज-ट रेखा ग्राम बकहो और बिन्दु 'ज' से होती हुई ग्राम बकहो में अधिग्रहित भूमि के सीमा में बिन्दु 'घ' पर मिलती है।

ट-ज रेखा ग्राम बकहो में अधिग्रहित भूमि के सीमा से होती हुई आरंभिक बिन्दु 'ज' पर मिलती है।

## ब्लाक - 4

ठ-ड रेखा ग्राम बकहो में सोन नदी के दक्षिणी किनारे पर बिन्दु 'ठ' से आरंभ होती है और ग्राम बकहो के पश्चिमी तथा उत्तरी भाग से गुजरती हुई ग्राम बकहो -बकही के सम्मिलित सीमा में बिन्दु 'ड' पर मिलती है।

ड-ढ रेखा ग्राम बकही के मध्य भाग से होती हुई ग्राम बकही में सोन नदी के पश्चिमी किनारे से बिन्दु 'ढ' पर मिलती है।

ढ-ठ रेखा सोन नदी के पश्चिमी और दक्षिणी किनारे से गुजरती हुई आरंभिक बिन्दु 'ठ' पर मिलती है।

[फा. सं. 43015/30/2009-पी.आर.आई.डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 3rd February, 2010

**S.O. 450.**— Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing Number : SECL/BSP/GM (PIG) / LAND /353 dated 20 August, 2009 of the area covered by this notification can be inspected at the office of the Collector, Shahdol and Anuppur (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Kolkata -700001 or at the office of the south Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur- 495006 (Chhattisgarh).

All persons interested in the land covered by this notification shall deliver all maps, Charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the officer-in-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur- 495006 (Chhattisgarh), within ninety days from the date of publication of this notification in the Official Gazette.

#### SCHEDULE

##### **Bakhi Block 2nd Extension, Sohagpur Area District-Shahdol and Anuppur, Madhya Pradesh**

Plan bearing number SECL/BSP/GM(PIg)/ Land /353 dated 20 August, 2009 (Showing the land notified for prospecting).

Sl. No.	Name of village	Bandobast number	Patwari Halka No.	Tahsil	District	Area in Hectares	Remarks
1.	Bakho	630	103	Sohagpur	Shahdol	120.846	Part
2.	Bakhi	629	47	Anuppur	Anuppur	459.792	Part
<b>Total :- 580.638 hectares (approximately) or 1434.81 acres (approximately)</b>							

#### **BOUNDARY DESCRIPTION :-**

##### **Block - 1**

- A-B Line starts from point 'A' in village Bakho and passes through the same village and meets at point 'B'.
- B-C-D Line passes through southern part of village Bakho, point 'C' and meets at point 'D' on the boundary of acquired land.
- D-A Line passes along partly boundary of acquired land in village Bakho and meets at starting point 'A'.

##### **Block - 2**

- E-F Line starts from point 'E' on the boundary of acquired land and passes through village Bakho and meets at point 'F'.
- F-G Line passes through village Bakho and meets at point 'G' on the boundary of Acquired land.
- G-E Line passes along boundary of acquired land in village Bakho and meets at starting point 'E'.

##### **Block - 3**

- H-I Line starts from point 'H' on the boundary of acquired land and passes through village Bakho and meets at point 'I'.

- I-J-K Line passes through village Bakho, point 'J' and meets at point 'K' on the boundary of acquired land.
- K-H Line passes along boundary of acquired land and meets at starting point 'H'.

**Block - 4**

- L-M Line starts from point 'L' on the southern bank of Son River and passes through western and northern part of village Bakho and meets at point 'M' on the common boundary of villages Bakhi - Bakho.
- M-N Line passes through middle part of village Bakhi and meets at point 'N' on the western bank of Son River.
- N-L Line passes along the western then southern bank of Son River and meets at starting point 'L'.

[F. No. 43015/30/2009-PRIW-1]  
M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 3 फरवरी, 2010

**का.आ. 451.**—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/09/361 तारीख 24 नवम्बर, 2009 का निरीक्षण कलेक्टर, उमरिया (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता 700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर- 495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है ।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व) साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे ।

**अनुसूची**

**मालाचुआ ब्लॉक , जोहिला क्षेत्र**

**जिला-उमरिया ( मध्य प्रदेश )**

रेखांक संख्या-एसईसीएल/ बीएसपी/ सीजीएम (पीएलजी) /भूमि/09 /361 तारीख 24 नवम्बर, 2009

**( क ) राजस्व भूमि :**

क्रम सं.	ग्राम का नाम	जनरल नम्बर	पटवारी हल्का नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	औढेरा	39	40	पाली	उमरिया	136.333	भाग
2.	मालाचुआ	852	41	पाली	उमरिया	199.822	भाग
3.	हथपुरा	1034	42	पाली	उमरिया	261.939	सम्पूर्ण
4.	ब्लाकपड़री	752	42	पाली	उमरिया	96.006	भाग

**कुल क्षेत्रफल :- 694.100 हेक्टर ( लगभग )  
या 1715.12 एकड़ ( लगभग )**

## (ख) वन भूमि :

क्रम सं.	कम्पार्टमेंट संख्या	रेंज	डिवीजन	वन का प्रकार	ब्लाक	क्षेत्र हेक्टर में	टिप्पण
1.	223, 225, 228, 229, 230, 232	घुनघुटी	उमरिया	आरक्षित वन	सोहागपुर	1095.552	भाग
कुल क्षेत्र :- 1095.552 हेक्टर (लगभग) या 2707.11 एकड़ (लगभग)							

कुल योग (क + ख) :- 1789.652 हेक्टर (लगभग)  
या 4422.23 एकड़ (लगभग)

## सीमा वर्णन :-

क-ख रेखा ग्राम अमगर-औदेरा की सम्मिलित सीमा में बिन्दु "क" से आरंभ होती है और ग्राम औदेरा, मालाचुआ, ब्लाकपड़री के उत्तरी भाग से होती हुई बिन्दु "ख" पर मिलती है।

ख-ग- रेखा ग्राम ब्लाकपड़री के मध्य भाग से होती हुई ग्राम ब्लाकपड़री के दक्षिणी सीमा में बिन्दु "ग" पर मिलती है।

ग-घ-ड.-च रेखा ग्राम ब्लाकपड़री, हथपुरा की दक्षिणी और पश्चिमी सीमा तथा बिन्दु "घ", बिन्दु "ड." से होती हुई उसी ग्राम सीमा में बिन्दु "च" पर मिलती है।

च-क रेखा ग्राम मालाचुआ और औदेरा की दक्षिणी और पश्चिमी सीमा से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/35/2009-पी.आर.आई.डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 3rd February, 2010

**S.O. 451.**— Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing Number : SECL/BSP/CGM (Plg) / Land /09/361 dated the 24th November, 2009 of the area covered by this notification can be inspected at the Office of the Collector, Umaria (Madhya Pradesh) or at the Office of the Coal Controller, 1, Council House Street, Kolkata -700001 or at the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Officer-in-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh), within ninety days from the date of publication of this notification in the Official Gazette.

**SCHEDULE****Malachua Block, Johilla Area  
District- Umari, ( Madhya Pradesh)**

Plan No. SECL/BSP/CGM(Plg)/ Land /09/361 dated the 24th November, 2009

**(A) Revenue Land :**

Sl. No.	Name of village	General Number	Patawari Halka Number	Tahsil	District	Area in Hectares	Remarks
1.	Awdhera	39	40	Pali	Umari	136.333	Part
2.	Malachua	852	41	Pali	Umari	199.822	Part
3.	Hathpura	1034	42	Pali	Umari	261.939	Full
4.	Blockpadari	752	42	Pali	Umari	96.006	Part
Total :- 694.100 hectares (approximately) Or 1715.12 acres (approximately)							

**(B) Forest Land :**

Sl. No.	Compartment Number	Range	Division	Type of Forest	Block	Area in Hectares	Remarks
1.	223, 225, 228 229, 230, 232	Ghungthuti	Umari	Reserve Forest	Sohagpur	1095.552	Part
Total :- 1095.552 hectares (approximately) Or 2707.11 acres (approximately)							

**Grand Total (A+ B) :- 1789.652 hectares (approximately)  
Or 4422.23 acres (approximately)****BOUNDARY DESCRIPTION :**

- A-B Line starts from point 'A' on the common boundary of villages Amgar-Awdhera and passes through northern part of village Awdhera, Malachua and Blockpadari and meets at point 'B'.
- B-C Line passes through middle part of village Blockpadari and meets at point 'C' on the southern boundary of village Blockpadari.
- C-D-E-F Line passes along the southern and western boundary of village Blockpadari, Hathpura, point 'D', point 'E' and meets at point 'F' on the same boundary.
- F-A Line passes along southern and western boundary of villages Malachua and Awdhera and meets at starting point 'A'.

[F.No. 43015/35/2009-PRIW-I]  
M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 3 फरवरी, 2010

का.आ. 452.- केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 1940 तारीख 10 जुलाई, 2009 जो भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) तारीख 18 जुलाई, 2009 में प्रकाशित की गई थी, उस अधिसूचना द्वारा 11.371 हेक्टर या 28.09 एकड़ भूमि के अर्जन या संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि और उस पर के सभी या उसमें निहित अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से पुनः परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 11.371 हेक्टर (लगभग) या 28.09 एकड़ (लगभग) माप वाली भूमि के या ऐसी भूमि में निहित सभी अधिकार अर्जित किए जाने चाहिए ;

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 11.371 हेक्टर (लगभग) या 28.09 एकड़ (लगभग) माप वाली भूमि के सभी या उसमें निहित अधिकार अर्जित किए जाते हैं ।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/सीजीएम (भूमि/राजस्व)/लैंड/359, तारीख 27 अक्टूबर, 2009 का निरीक्षण कलेक्टर, अनूपपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता- 700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है ।

### अनुसूची

बकही बगाक विस्तार, सोहागपुर क्षेत्र

जिला-अनूपपुर (मध्य प्रदेश)

[रेखांक सं. एसईसीएल/बीएसपी/सीजीएम (भूमि/राजस्व)/लैंड/359, तारीख 27 अक्टूबर, 2009]

सभी अधिकार :-

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	वर्गबस्त नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	बकही	47	629	अनूपपुर	अनूपपुर	11.371	भाग

कुल क्षेत्र :- 11.371 हेक्टर (लगभग) या 28.09 एकड़ (लगभग)

1. ग्राम बकही (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :

1083 (भाग), 1149 (भाग), 1150 (भाग), 1160 (भाग), 1161 (भाग), 1162 से 1178, 1182, 1183, 1188, 1189 (भाग), 1536, 1538, 1539 से 1559, 1562, 1189/1719.

सीमा वर्णन :-

क-ख रेखा ग्राम बकही में बिन्दु "क" से आरंभ होती है और ग्राम बकही के प्लॉट संख्या 1562, 1552, 1536, 1551, 1539, 1538, 1542, 1176, 1178, 1182, 1183, 1188, 1189 की पश्चिमी सीमा से गुजरती हुई बिन्दु "ख" पर मिलती है ।

ख-ग रेखा ग्राम बकही के प्लॉट संख्या 1189, 1149, 1150, 1161, 1160, 1083 से गुजरती हुई सोन नदी के पश्चिमी किनारे में बिन्दु "ग" पर मिलती है ।

ग-घ रेखा सोन नदी के पश्चिमी किनारे से गुजरती हुई बिन्दु "घ" पर मिलती है ।

घ-ङ-च-क रेखा ग्राम बकही के प्लॉट संख्या 1557, 1558 के दक्षिणी सीमा, बिन्दु "ङ", प्लॉट संख्या 1558 की पश्चिमी सीमा बिन्दु "च" और प्लॉट संख्या 1559, 1562 की दक्षिणी सीमा से गुजरती हुई आरंभिक बिन्दु "क" पर मिलती है ।

[फा. सं. 43015/10/2007-पी.आर.आई.डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव



New Delhi, the 3rd February, 2010

**S.O. 452.**— Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 1940, dated the 10th July, 2009, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), and published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 18th July 2009, the Central Government gave notice of its intention to acquire 11.371 hectares or 28.09 Acres land as all rights in or over such lands specified in the Schedule appended to that notification ;

And whereas, the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government ;

And whereas, the Central Government after considering the aforesaid report and after reconsulting the Government of Madhya Pradesh, is satisfied that the lands measuring 11.371 hectares (approximately) or 28.09 acres (approximately) as all rights in or over such lands as described in the Schedule appended hereto, should be acquired ;

Now, therefore, in exercise of the powers conferred by sub section (1) of Section 9 of the said Act, the Central Government hereby declares that the lands measuring 11.371 hectares (approximately) or 28.09 acres (approximately) as all rights in or over such lands as described in the Schedule are hereby acquired ;

The Plan bearing number SECL/BSP/CGM(Land/Revenue)/LAND/359, dated 27th October, 2009 of the area covered by this notification may be inspected at the Office of the Collector, Anuppur (Madhya Pradesh) or at the office of the Coal Controller, 1 Council House Street, Kolkata- 700001 or at the Office of the South Eastern Coalfield Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh);

**SCHEDULE**

**Bakhi Block Extension, Sohagpur Area  
District- Anuppur (Madhya Pradesh)**

(Plan number SECL/BSP/CGM (Land/Revenue)/LAND/359, dated 27th October, 2009)

**All Rights :**

Sl. No.	Name of Village	Patawari halka Number	Bandobast Number	Tahsil	District	Area in Hectares	Remarks
1.	Bakhi	47	629	Anuppur	Anuppur	11.371	Part
<b>Total :- 11.371 Hectares (Approximately) or 28.09 Acres (Approximately)</b>							

1. Plot numbers to be acquired in village Bakhi (Part) :

1083 (P), 1149 (P), 1150(P), 1160(P), 1161(P), 1162 to 1178, 1182, 1183, 1188, 1189(P), 1536, 1538, 1539 to 1559, 1562, 1189/1719.

**Boundary Description :**

- A-B Line starts from point "A" in village Bakhi and passes along western boundary of plot numbers 1562, 1552, 1536, 1551, 1539, 1538, 1542, 1176, 1178, 1182, 1183, 1188, 1189 and meets at point "B".
- B-C Line passes in village Bakhi through plot numbers 1189, 1149, 1150, 1161, 1160, 1083 and meets at point "C" on the western boundary of Son River.
- C-D Line passes along western boundary of Son River and meets at point "D".
- D-E-F-A Line passes along southern boundary of plot numbers 1557, 1558, point 'E', western boundary of plot number 1558 through point 'F', southern boundary of plot numbers 1559, 1562 and meets at starting point "A".

[ F. No. 43015/10/2007-PRIW-I]  
M. SHAHABUDEEN, Under Secy.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 9 फरवरी, 2010

का. आ. 453.—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962

(1962 का 50) के नियम 2 (क) के अन्तर्गत, मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड (आर.जी.टी.आइ.एल.) के द्वारा गुजरात राज्य में प्राकृतिक गैस पाइपलाइन बिछाई जाने हेतु सक्षम प्राधिकारी के कार्यों का निर्वहन करने के लिए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की, भारत के राजपत्र दिनांक 11 मार्च, 2006 को प्रकाशित, अधिसूचना का.आ. 960 दिनांक 07 मार्च, 2006, द्वारा पदस्थापित, मै.वी.आइ.गोहिल, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियमावली, 1963 के नियम 4 के उप-नियम (1) के नीचे दी गई व्याख्या (1) के अन्तर्गत अधिकारों के अनुपालन में, मैसर्स आर.जी.टी.आइ.एल. जिसमें यथास्थित, उस क्षेत्र में भूमि में उपयोग का अधिकार निहित किया गया है और उस क्षेत्र में पाइपलाइन का स्वामित्व निहित है, के परामर्श से, संलग्न अनुसूची के स्तम्भ 4 में गुजरात राज्य के सूरत जिले में यथा उल्लेखित प्राकृतिक गैस पाइपलाइन बिछाए जाने के प्रचालन की समाप्ति की तारीखों की घोषणा करता हूं।

### अनुसूची

तहसील : कामरेज		जिला : सूरत	राज्य : गुजरात
अ.नं.	गाँव का नाम	का.आ.नं. और धारा 6(1) के आधीन अधिसूचना की तारीख	प्रचालन समाप्ति की तारीख
1	2	3	4
1	खडसद	2323 तारीख 27.06.2005 45(अ) तारीख 31.12.2009	20.01.2010
2	पासोदरा	2323 तारीख 27.06.2005 45(अ) तारीख 31.12.2009	20.01.2010

1	2	3	4
3	वालक	2323 तारीख 27.06.2005 45 (अ) तारीख 31.12.2009	20.01.2010
4	भादा	2323 तारीख 27.06.2005 1813 (अ) तारीख 16.10.2007 1814 (अ) तारीख 16.10.2007 45 (अ) तारीख 31.12.2009	20.01.2010
5	कठोर	2323 तारीख 27.06.2005 993 (अ) तारीख 21.04.2009 45 (अ) तारीख 31.12.2009	20.01.2010
तहसील : पलसाणा		जिला : सुरत	राज्य : गुजरात
अ.नं.	गाँव का नाम	का.आ.नंबर और धारा 6 (1) के आधीन अधिसूचना की तारीख	प्रचालन समाप्ति की तारीख
1	2	3	4
1	नीयोल	2323 तारीख 27.06.2005 993 (अ) तारीख 21.04.2009 1329 (अ) तारीख 22.05.2009 45 (अ) तारीख 31.12.2009	20.01.2010
तहसील : ओलपाड		जिला : सुरत	राज्य : गुजरात
अ.नं.	गाँव का नाम	का.आ.नंबर और धारा 6 (1) के आधीन अधिसूचना की तारीख	प्रचालन समाप्ति की तारीख
1	2	3	4
1	वोलाव	2323 तारीख 27.06.2005 4334 तारीख 07.11.2006 1329 (अ) तारीख 22.05.2009 45 (अ) तारीख 31.12.2009	20.01.2010

पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 की धारा 17 के अंतर्गत संस्थापित पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के अंतर्गत भारत सरकार के राजपत्र में प्रकाशनार्थ

[ फा. सं. एल-14014/5/2010-जी.पी. ]

स्नेह पी. मदान, अवर सचिव

## Ministry of Petroleum and Natural Gas

New Delhi, the 9th February, 2010

S. O. 453.—In pursuance of powers conferred by Explanation(I) in sub rule(I) of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules,1963, I, V.I.Gohil appointed by Government of India, Ministry of Petroleum & Natural Gas vide Notification S.O.960 dated 07th March,2006 (Published in the Gazette of India on 11th March,2006) under Section 2(a) of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act,1962 (50 of 1962) to perform the functions of Competent Authority for laying natural gas pipelines by M/S Reliance Gas Transportation Infrastructure Limited (RGTIL) in the State of Gujarat, in consultation with M/S RGTIL, to whom the Right of User in the land in that area has been vested and in whom the ownership of the pipeline in that area vests, hereby declare the dates, mentioned in Column 4 of the Schedule annexed herewith, as the dates of termination of RoU operation in District Surat in the State of Gujarat.

### SCHEDULE

Tehsil : Kamrej		District : Surat	State : Gujarat
Sr.No.	Village	S.O.No. and Date of Notification under sub-section (1) of Section 6	Date of Termination of Operation
1	2	3	4
1	Khadsad	2323 Date.27.06.2005 45(E) Date.31.12.2009	20.01.2010
2	Pasodara	2323 Date.27.06.2005 45(E) Date.31.12.2009	20.01.2010
3	Walak	2323 Date.27.06.2005 45(E) Date.31.12.2009	20.01.2010
4	Bhada	2323 Date.27.06.2005 1813 Date.16.10.2007 1814(E) Date.16.10.2007 45(E) Date.31.12.2009	20.01.2010
5	Kathor	2323 Date.27.06.2005 993(E) Date.21.04.2009 45(E) Date.31.12.2009	20.01.2010

Tehsil : Palsana		District : Surat	State : Gujarat
Sr.No.	Village	S.O.No. and Date of Notification under sub-section (1) of Section 6	Date of Termination of Operation
1	2	3	4

1	Niyol	2323 Date.27.06.2005 993(E) Date.21.04.2009 1329(E) Date.22.05.2009 45(E) Date.31.12.2009	20.01.2010
---	-------	--	------------

Tehsil : Olpad		District : Surat	State : Gujarat
Sr.No.	Village	S.O.No. and Date of Notification under sub-section (1) of Section 6	Date of Termination of Operation
1	2	3	4

1	Bolav	2323 Date.27.06.2005 4334 Date.07.11.2006 1329(E) Date.22.05.2009 45(E) Date.31.12.2009	20.01.2010
---	-------	--	------------

To be published under Rule 4 of the P&MP (ARUL) Rules 1963, framed under Section 17 of P&MP (ARUL) Act, 1962 in official Gazette of India.

[F. No. L-14014/5/2010-G.P.]  
SNEH P.MADAN, Under Secy.

नई दिल्ली, 10 फरवरी, 2010

का. आ. 454.—भारत सरकार पेट्रोलियम और खनिज

पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में मैसर्स गेल (इण्डिया) लिमिटेड द्वारा पाइपलाइन बिछाने के लिये उक्त अधिनियम के अधीन संलग्न सूची के कालम (1) में वर्णित व्यक्ति को कालम (2) में वर्णित क्षेत्र में सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए नियुक्त करती है।

### अनुसूची

व्यक्ति का नाम और पता

अधिकारिता का क्षेत्र

(2)

(2)

श्री गगनदीप सिंह,  
तहसीलदार,  
मैसर्स गेल (इण्डिया) लिमिटेड में  
प्रतिनियुक्ति पर,  
पंजाब

सम्पूर्ण  
पंजाब राज्य

[फा. सं. एल-14014/3/2009-जी.पी.]

स्नेह पी. मदान, अवर सचिव

New Delhi, the 10th February, 2010

S. O. 454.—Whereas, in pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Government of India hereby authorizes the person mentioned in column (1) of the schedule given below to perform the functions of the Competent Authority under the said Act for laying pipelines by the said M/s GAIL (India) Limited in the area mentioned in column (2) of the said schedule.

### Schedule

Name and Address of the person	Area of Jurisdiction
Shri Gagandeep Singh, Tehsildar, On deputation to M/s. GAIL (India) Limited, Punjab	Whole State of Punjab

[F. No. L-14014/3/2009-G.P.]  
SNEH P.MADAN, Under Secy.

नई दिल्ली, 10 फरवरी, 2010

का.आ. 455.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि पंजाब राज्य में रमन मंडी से हरियाणा राज्य में बहादुरगढ़ तक, पेट्रोलियम तेल के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा जी जी एस आर उत्पाद निष्क्रमण परियोजना ” के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूचि में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री प्रहलाद सिंह, (हरियाणा), हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, गुरु गोविन्द सिंह रिफाइनरी उत्पाद निष्क्रमण परियोजना, एस सी एफ नं. - 29, सैक्टर - 6, बहादुरगढ़ - 124507, हरियाणा को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

तहसील : बहादुरगढ़		जिला : झज्जर		राज्य : हरियाणा		
गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. आसौदा सिवान	29	3	11	00	06	83
			20	00	00	25
			रास्ता	00	00	50
		4	1	00	12	39
			2	00	03	28
			7	00	07	33
			8	00	13	66
			9	00	10	12
			10	00	00	25
			14	00	05	81
			15	00	12	90
2. आसौदा टोडरान	28		180	00	01	27
			181	00	12	70
			182	00	17	78
			183	00	17	78
			184	00	10	16
			185	00	01	27
			267	00	01	27
			268	00	10	16
			273	00	22	86
			274	00	12	70
			290	00	20	32
			291	00	15	24
			305	00	35	56
			362	00	01	27

[फा. सं. आर.-31015/13/2009-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 10th February, 2010

S.O. 455.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum Products from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana for implementation of "GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh", should be laid by the Hindustan Petroleum Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the Right of User therein or laying of the pipeline under the land, to Shri Prahlad Singh, Competent Authority (Haryana), Hindustan Petroleum Corporation Limited, Guru Gobind Singh Refinery Product Evacuation Project, SCF No. – 29, Sector – 6 Market, Bahadurgarh – 124507, Haryana.

### SCHEDULE

Tehsil : BAHADURGARH		District : JHAJJAR		State : HARYANA		
Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. ASAUDA SEWAN	29	3	11	00	06	83
			20	00	00	25
			Cart track	00	00	50
		4	1	00	12	39
			2	00	03	28
			7	00	07	33
			8	00	13	66
			9	00	10	12
			10	00	00	25
			14	00	05	81
			15	00	12	90
			180	00	01	27
			181	00	12	70
			182	00	17	78
			183	00	17	78
184	00	10	16			
185	00	01	27			
267	00	01	27			
2. ASAUDHA TODRAN	28	268	00	10	16	
		273	00	22	86	
		274	00	12	70	
		290	00	20	32	
		291	00	15	24	
		305	00	35	56	
		362	00	01	27	

[F. No. R-31015/13/2009-O.R.-II]

A.GOSWAMI, Under Secy.



**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 12 जनवरी, 2010

का. आ. 456.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स स्पाइस जेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, दिल्ली के पंचाट (संदर्भ संख्या 52/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2010 को प्राप्त हुआ था।

[सं. एल-11012/26/2006-आई.आर.(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 12th January, 2010

S.O. 456.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2006) of the Central Government Industrial Tribunal/ Labour Court, No.1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Spice Jet Ltd. and their workmen, which was received by the Central Government on 12-1-2010.

[No. L-11012/26/2006-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

**ANNEXURE**

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
No. 1, KARKARDOOMA COURT COMPLEX, DELHI  
I.D. No. 52/2006**

Ram Khilawan Gupta s/o Shri Bhagwan Deen,  
C/o All India General Mazdoor Trade Union,  
170, Balmukund Khand, Giri Nagar, Kalkaji,  
New Delhi- 110019

... Workman

Versus

M/s Spice Jet Limited & Royal Airways Limited,  
A Company registered under the Indian Companies Act 1956,  
Having its registered office at Cargo Complex I.G.I  
Airport Terminal I,  
New Delhi- 110037.

... Management

**AWARD**

Shri Ram Khilawan was working as Zerox Operator in Modi Luft Ltd. Since 1983 at a salary of Rs. 2480 p.m., which became scheduled Air Transport Service on 20-11-94, when air transport service permit was issued to it by Director General of Civil Aviation. It was functioning with the support of technical know-how being provided

by M/s. Lufthansa. In the year 1996 agreement between Modi Luft Ltd. and M/s Lufthansa was terminated and Director General of Civil Aviation did not renew its permit to operate scheduled air transport service after 19-11-96. Till 23-5-05 airline operations of Modi Luft Ltd. were not in existence. On account of ceasure of airline operations, services of Shri Ram Khilawan came to an end.

2. An industrial dispute was raised by Ram Khilawan before the Conciliation Officer. Since conciliation proceedings failed the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-11012/26/2006-IR(CM-I) dated 28-8-2006, with the following terms:

“Whether the action of the management of Modi Luft/Royal Airways/Spice Jet Ltd. in terminating the services of Shri Ram Khilawan Gupta w.e.f. 1-11-2002 is just, fair and legal? If not, to what relief is the concerned workman entitled and from which date?”

3. Claim statement was filed by the workman pleading therein that initially he was appointed by Modi Luft Ltd. at 28, Hemkunt Tower, Nehru Place, New Delhi. Later on his services were transferred to M/s Royal Airways without any written notice. The management changed its name as Spice Jet Limited which is still in operation. His wages w.e.f. 1-11-2001 to 1-11-2002 were not paid. His services were dispensed with without any notice or pay in lieu thereof. Retrenchment compensation was not paid to him. Action of the management was in violation of the provisions of Section 25 of the Industrial Disputes Act, 1947. He sent a notice of demand on 3-6-05 claiming reinstatement with continuity and full back wages. Accordingly to him he is entitled for his reinstatement in the services of the management with all consequential benefits.

4. Management demurred the claim pleading that the claimant was in the service of M/s Lufthansa, whose agreement was terminated by the Director of Civil Aviation on 19-11-96. After termination of its permit to operate air transport services, services of the claimant came to an end. The claim of the workman that his salary from 1-11-2001 till 1-11-2002 was not paid, does not have any substance. It has been pleaded that the claim projected by the workman that he was in the service of the management is false, since airlines operations were not in existence till 23-5-05. In view of these facts no case is made out in favour of the claimant. His claim is liable to be dismissed.

5. Workman had examined himself to substantiate his claim. Shri Sanjay Sharma was examined on behalf of the management to project their stand. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri Anil Rajput, authorized representative, advanced arguments on behalf of the workman. Shri Kapil Sankhla, authorized representative, advanced arguments on behalf of the management. I have given my careful consideration to the

arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

7. Workman admits that Modi Luft was closed in the year 1996. He further admits that no appointment letter was issued to him by M/s Modi Luft. He projects that he never worked with M/s Spice Jet Limited. According to him he was working with Modi Luft till 1st of January, 2002, when his services were terminated. When facts projected by the claimant were appreciated, it emerge over the record that there is no substance in it. When Modi Luft was closed in 1996, it does not lie in the mouth of the claimant that he served with M/s Modi Luft till 1st of January, 2002. Therefore, it is obvious that facts projected by the claimant are unfounded.

8. Out of facts projected by Shri Sanjay Sharma it came to light that Airline business of M/s Modi Luft came to an end on 19-11-96. Airline business was not done by the management till 23-5-05, the date when airline operations commenced again. Company was inoperative between 1996 to May, 05. Airline operations were relaunched by the company with the name of Spice Jet on 23-10-05, after issue of new permit by the Director General Civil Aviation on 17-5-05. Spice Jet Limited came into existence w.e.f. 23-10-05, consequent to the change in the name of the management. Under these circumstances, there is no substance in the claim put forward by the workman that he worked with the management till 1st of January, 2002. It is evident that his service came to an end on 19-11-96 and thereafter he fabricated a story to the effect that he worked with the management till 1-1-02.

9. When permit to operate scheduled air transport service was not renewed by the Director General Civil Aviation on 19-11-96, it cannot be said that the services of the workman were dispensed with on 1st of January, 2002. The management had proved its permit dated 20-11-94, its renewal dated 17-5-05, copy of resolution dated 28-2-2001, copy of press released appeared in Economic Times issue dated 3-1-01, copy of permit to change scheduled air transport service (passenger) dated 9-5-06, copy of fresh certificate of incorporation, consequent upon the change of the name. All these documents lend support to the facts projected by the management.

10. When air transport operations of M/s Modi Luft came to an end on 19-11-96 and airlines operations were relaunched on 23-5-05, under these circumstances the reference made by the appropriate Government is found to be mechanical without application of mind. Justification lies in the action of the management, when services of the claimant were dispensed with on 19-11-96, on account of non renewal of permit to operate scheduled air transport services. Under these circumstances, the workman is of entitled to any relief. His claim is dismissed. An award is accordingly passed. It be sent to the appropriate Government for publication.

Dated: 29-12-09

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 14 जनवरी, 2010

का.आ. 457.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1 दिल्ली के पंचाट (संदर्भ संख्या 3/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-1-2010 को प्राप्त हुआ था।

[सं. एल-12011/48/2005-आई.आर.(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 14th January, 2010

S.O. 457.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.3/2006) of the Central Government Industrial Tribunal/ Labour Court I, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 14-1-2010.

[No. L-12011/48/2005-IR (B-II)]

U. S. PANDEY, Desk Officer

#### ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
No. 1 KARKARDOOMA COURT COMPLEX, DELHI

I.D. No. 3/2006

Phoolwati,  
Through The General Secretary,  
Bank of Baroda Employees Union, C/o BOB,  
4824/24, Ansari Road, Daryaganj,  
New Delhi- 110002

... Workman

Versus

The Deputy General Manager,  
Bank of Baroda,  
DMR-1, (Northern Zone) 12th floor,  
BOB Building, 16, Sansad Marg,  
New Delhi- 110001.

... Management

#### AWARD

Smt. Phoolwati was appointed as part time sweeper by the erstwhile Traders Bank Limited in the year 1984. The said bank was amalgamated with the Bank of Baroda in the year 1988. Services of Smt. Phoolwati were put at the disposal of the Bank of Baroda. All employees serving in Traders Bank Limited, Patparganj Branch, Delhi, were absorbed in the service of Bank of Baroda, except Smt. Phoolwati. She is being paid at half of the wages at minima

of the scale, without any increment or other benefits. She claims regularization of her services. When her request was not conceded to, she raised a dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication vide order No.L -12011/48/2005-IR(B-II), New Delhi, dated 31st of January, 2006 with following terms :—

“Whether the claim of the Bank of Baroda Employees Union that Smt. Phoolwati has been engaged as a temporary safai karamchhari on half of the scale wages by the management of Bank of Baroda from May, 1988? If so, whether the claim of the union for regularization of service by the bank management is legal and justified and what relief the disputant concerned entitled to?”

2. Claim statement was filed by Smt. Phoolwati pleading therein that she was appointed as a part time sweeper by the erstwhile Traders Bank Limited, Patparganj Branch, Delhi, in the year 1984. Subsequently the said bank merged with Bank of Baroda in 1988. All employees of Traders Bank Limited were absorbed in the services of Bank of Baroda in 1988, including her. She has been working in Bank of Baroda from more than 20 years against a sanctioned post. In gross violation of statutory provisions and Bipartite Settlements bank has been paying her one half of the scale wages at minima of scale, without any annual increment. She is also not being granted leave, medical aid, provident fund, leave fair concession and other benefits admissible under the law and bipartite settlements applicable to the banking industry. The management bank is instrumentality of the State under Article 12 of the Constitution of India and expected to function was a model employer. The acts of the bank in paying her half of the scale wages without any increment and other facilities amounts to unfair labour practice. It has been claimed that she may be granted status of a regular part time employee under bipartite settlement since 1988. Management bank may be directed to pay her arrears of increments, provident fund, leave fair concession etc. with interest at market rate.

3. Contest was given to the claim statement filed by the claimant, pleading that the Government has not referred real is or controversy for adjudication. The term of reference drawn by the Government are utterly vague and as such no industrial dispute has been referred for adjudication. A part time employee, as defined by Sastry Award is different and distinct than a regular full time employee. A part time employee does not work for normal working hours for which a regular employee is supposed to render services. Part time employees, who were members of subordinate staff, are to be paid in terms of bipartite settlement dated 19th of October, 1966. In case they work upto 3 hours a week they are to be paid at the discretion of the bank. If they work for more than 3 but upto 6 hours per week they are to

be paid at Rs.740 p.m. If a part time employee work for more than 6 hours to 12 hours per week he is to be paid 1/3rd of the scale wages. In the eventuality of his work hours happens to be from 13 hours to 19 hours per week he is to be paid half of the scale wages. When working hours of a part time employee happens to be more than 19 hours but upto 29 hours per week he is to be paid 3/4th of the scale wages and in case his working hours happens to be beyond 29 hours per week, he is to be paid full scale wages. In pursuance of the said bipartite settlement the bank employ water supplier and sweeper on part time basis in comparatively smaller branches for welfare of weaker sections. In view of the law laid down by the Apex Court in Uma Devi's case, the reference is to be answered in favour of the management. It has been claimed that appointment in sub staff cadre had to be made by an authority competent to make such appointment subject to fulfilment of eligibility criteria. In normal course appointment of sub staff cadre is done when person are sponsored by the employment exchange in that behalf. If no suitable candidate is available, or a certificate is issued by the Employment Exchange in that behalf, recruitment from other sources are to be made. In case recruitment made is in violation of the rules, claim of regularization of services cannot be entertained. It has been pleaded that the bank had no knowledge that Smt. Phoolwati was appointed by the erstwhile Traders Bank Limited in 1984. However, it has not been denied that the said bank amalgamated with the Bank of Baroda in 1988. The management feigned ignorance that Smt. Phoolwati was absorbed by the Bank on amalgamation of Traders bank Limited in 1988. It has been pleaded that claim of Smt. Phoolwati that she had been working in the Bank for last more than 20 years has no substance. It has been pleaded that if Smt. Phoolwati has ever been engaged as daily wagger or part time sweeper, she has been paid in accordance with the bipartite settlement. It has been denied that the bank had adopted unfair labour practice of paying less wages and denying other benefits to Smt. Phoolwati. It has been claimed that Smt. Phoolwati was never recruited and employed by the bank, hence she is not entitled to any relief.

4. Shri C. S. Dahiya was examined on behalf of the workman. Shri K. C. Hans was examined on behalf of the management. No other witness was examined by either of the parties.

5. Arguments were heard at the Bar. Shri C.S. Dahiya, authorized representative, advanced arguments on behalf of the workman. Shri T. C. Gupta, Authorized representative, raised submission on behalf of the management. I have given my careful considerations to the arguments advanced at the Bar and cautiously persued the record. My findings on issues involved in the controversy are as follows:—

6. First and foremost contention advanced by Shri Gupta is that the reference made by the appropriate Government is incompetent. He presents that first limb of

the reference gives a proposition of fact which is not disputed by the management. According to him the second limb of the reference raises a proposition as to whether the claim of the union for regularization of services by the bank management is legal and justified and what relief the disputant concerned is entitled to. According to Shri Gupta neither name of the claimant is there in the second limb of the reference nor it has been mentioned that the disputant bank seeks any relief against the claimant union. He argued that the second limb of the reference is also absurd. Contra to it Shri Dahiya presents that when proposition in first limb of the reference is not disputed by the management, it creeps over the record that the union seek regularisation of service of Smt. Phoolwati. According to him, admission of facts gives appropriate meaning to the second limb of the reference. He argued that as far as second question posed in second limb of the reference is concerned, the appropriate Government referred Smt. Phoolwati as the disputant and raised a proposition as to what relief she is entitled to ?

7. For referring an industrial dispute to adjudication the appropriate Government should satisfy itself, on the facts and circumstances brought to its notice, in its subjective opinion that an industrial dispute exists or is apprehended. The factual existence of a dispute or its apprehension and expediency of making a reference are matters entirely for the Government to decide. An order making a reference is an administrative act and the fact that the Government has to form an opinion as to the factual existence of an industrial dispute as a preliminary step to the discharge of its function does not make it any the less administrative in character. The adequacy or sufficiency of material on which opinion was formed is beyond the pale of judicial scrutiny.

8. The scope of a reference is a matter of considerable importance. Although it is open to an industrial adjudicator to devise his own procedure, but he has to confine his adjudication to the points of dispute specified in the order of reference and to matters incidental thereto. Before embarking on adjudication, therefore, the adjudicator has to determine the scope of the order of reference. Hence, the question of the scope and construction of the order of reference becomes relevant. The construction of the order of reference will, in all probability, be easy or difficult, according as the document has been skillfully or carelessly drawn. In *India Paper Pulp Company Limited* (1949) (1) LLJ 258 the Federal Court was concerned with a proposition as to whether the order of reference can be construed by an adjudicator. Chief Justice Kania, speaking for the Court, said that not infrequently, the orders of reference are "far from satisfactory and are not carefully drafted". It is, therefore, desirable that the appropriate Government should frame such orders carefully and the question which are intended to be tried by the adjudicator should be so worded as to leave no scope for ambiguity or controversy. Same proposition of law was laid by Apex Court in *Delhi Cloth and General Mills Limited*

(1967 (1) LLJ 423]. In accuracy of language employed in the order of reference, however, does not always make any difference to the jurisdiction of the Tribunal to proceed with the reference and adjudicate upon it, as the Tribunal can interpret and find out the real meaning of the order of reference as it stands. A duty is cast upon the Tribunal to make an attempt to construe order of reference to find out as to what was the real dispute which was referred to it and to decide it and not to throw it out on a mere technicality. Law to this effect was laid by the Apex Court in *Express Newspaper Limited* [1962 (II) LLJ 227]. Reference can also be made to the precedent in *Management of Barpukhuri Tea Estate* (1978 (1) LLJ 558) and *Minimax Limited* [1968 (1) LLJ 369].

9. When phraseology of order of reference is inelegant, the Tribunal should look to the substance rather than to the form of the order of reference. In construing terms of the order of reference and determining the scope and nature of the points referred, the Tribunal has to look into the order of reference itself. Therefore, it is clear that where the order of reference is vague or cryptic, the Tribunal may cull out the real question by construing its phraseology. In *C. P. Sarathy* [1953 (1) LLJ 174] the Apex Court ruled that when order of reference is not clear the Tribunal may crystallise the terms of reference from the statements of the respective cases of the parties. In *Delhi Cloth and General Mills Limited* (supra) the Apex Court candidly laid that "the Tribunal must, in any event, look to the pleadings of the parties to find the exact nature of the dispute, because in most cases the order of reference is so cryptic that it is impossible to cull out there from the various points about which the parties were at variance, leading to the trouble". From above proposition of law laid it is evident that the Tribunal is competent to construe the terms of reference, when it is vaguely worded and can ascertain the real dispute between the parties even from its pleadings.

10. As detailed above the first limb of the order of reference is not clearly worded. For the sake of convenience it is extracted thus :

"Whether the claim of the Bank of Baroda Employees Union that Smt. Phoolwati has been engaged as a temporary Safai karamchari on half of the scale wages by the management of Bank of Baroda from May, 1988?"

This proposition is incomplete. When read carefully the words "is correct" are missing. Those words are to be read alongwith the first limb of order or reference. Therefore, the first limb of the order of reference is to be read as follows:

"Whether the claim of the Bank of Baroda Employees Union that Smt. Phoolwati has been engaged as a temporary Safai karamchari on half of the scale wages by the management of Bank of Baroda from May 88 is correct?"

The proposition of fact, referred above, is not disputed by the management. Shri K. C. Hans, Senior

Manager, testified that Smt. Phoolwati is doing sweeping in Patparganj Branch of the bank since the date of amalgamation of Traders bank Limited with the Bank of Baroda. He deposed further that Traders Bank Limited has amalgamated with the Bank of Baroda in May, 1988. Therefore, out of facts testified by Shri K. C. Hans it emerges over the record that the bank nowhere disputes that Smt. Phoolwati was engaged as a temporary safai karamchari by the Bank of Baroda on half of the scale wages since May, 1988. When this proposition of fact is not in dispute, the construction of first limb of the reference, as referred above, was expedient and it was so done accordingly.

11. On construction of first limb of order of reference, as referred above, the second limb of reference becomes meaningful. The appropriate Government had referred a proposition of fact in second limb to the effect that "If so whether the claim of the union for regularization of service by the bank management is legal and justified and what relief the disputant concerned entitled to?". The words "of Smt. Phoolwati" and "claimant" in place of "disputant" are expedient to be read in the order of reference to make the proposition meaningful. In claim statement the union seeks regularization of the services of Smt. Phoolwati and management disputes that claim. Therefore, it is the management who is disputant of the claim put forward by the Bank of Baroda Employees Union. Management had not sought any redressal of its grievance nor such grievance were addressed to this Tribunal for adjudication. Therefore, the word "disputant" used in the second limb of the reference is to be read as the "claimant union". This construction would put the order of reference in understandable and meaningful form. Consequently by putting the construction referred above the Tribunal can proceed for adjudication of the dispute referred to by the appropriate Government. Contention raised by the management that no meaningful dispute has been addressed to this Tribunal, is uncalled for.

12. Shri C. S. Dahiya deposed that being General Secretary of the Bank of Baroda Employees Union he is authorized representative of the workman. Service conditions of employees of Bank of Baroda are governed by Sastry Award, Desai Award and industrywise Bipartite Settlements. Smt. Phoolwati was recruited as sweeper by the then traders bank Limited in April, 1984. In May, 1988 the Traders Bank Limited was amalgamated with the Bank of Baroda. Smt Phoolwati was absorbed in Bank of Baroda, besides other employees of the Traders Bank Limited. She is serving Bank of Baroda at its Patparganj Branch, Delhi till date. Smt Phoolwati is being paid half of the scale wage at minima of the scale. No increment and other allowances available to an employee of the bank are paid to her. As per Bipartite Settlement, bank can engage temporary employees for a period of three months, during which period bank will make arrangement for recruitment of an employee on that post in substantive capacity.

Smt. Phoolwati has been working as part time employee since the date of her engagement. Permanent vacancy exists against the post on which Smt. Phoolwati is working.

13. In November, 2002 as well as November, 2007 Smt. Phoolwati was paid arrears of wages, at initial stage of the scale, when salaries of employees of the bank were enhanced in pursuance of Bipartite Settlements, deposes Shri Dahiya. She had not been regularized by the bank till date. Bank of Baroda is a nationalized bank and can not exploit the workman. Smt. Phoolwati claims regularization of her job. In 2004 she raised a demand before the management seeking her regularization. When her request was not conceded to, she approached the union. Union raised a dispute before the conciliation officer on 12-7-2004, copy of which is Ex.WW1/1. When conciliation proceedings failed, the dispute was referred to this Tribunal. The dispute was properly espoused by the union. Smt. Phoolwati filed a claim statement, which is Ex.WW1/2.

14. During the course of his cross examination, Shri Dahiya unfolds that Smt. Phoolwati became member of the bank of Baroda Employees Union in 1988. He asserts that during the course of conciliation proceedings the bank had not disputed that Smt. Phoolwati was employed by the Traders Bank Limited and on amalgamation of the said bank with the Bank of Baroda, she was absorbed by the management bank. All employees of the Traders Bank Limited, except Phoolwati, Bhagwanti and Jgariti, were regularized in the services of the management bank. He admits that whenever regular employee is appointed by the bank an appointment letter is issued to him. He further admits that no appointment letter was issued to Smt. Phoolwati by the traders Bank Limited. He explained that she was a temporary employee there. He admits that no letter was issued to Smt. Phoolwati, during her an probation.

15. Shri K. C. Hans testified that when The Traders Bank Limited was amalgamated with the Bank of Baroda in May, 88, a list of employees of the Traders Bank Limited was supplied to the Bank of Baroda. Those employees were taken on job and were given salary according to their status as per scales applicable to the employees of the Bank of Baroda. Phoolwati's name was not in the list, referred above. She was never employed by the Bank of Baroda in any of its branch. However he admits that Smt. Phoolwati works in Patparganj Branch of the Bank, since the date of amalgamation of the Traders Bank with it. She is being paid one half of the scale at minima, as her wages. She is doing work of causal in nature. She works for 19 hours in a week. He projects that there is no employer and employee relationship between the bank and Smt. Phoolwati. During the course of his cross examination he admits that area of Patparganj Branch of the bank is more than 2100 sq. ft. When area of a branch happens to be more than 750 sq. ft. then consolidated wages of Rs.1040 is paid to a sweeper. Smt Phoolwati is being paid consolidated

wages under Bipartite Settlements. He does not dispute letter Ex. MW1/W1. He presents that he is not in a position to identify signature of Deepankar Mukherjee on letter mark B as well as contents of list annexed with the said letter.

16. When facts testified by Shri C. S. Dahiya and Shri K. C. Hans are appreciated, it came to light that Smt. Phoolwati was initially employed by the Traders Bank limited and on amalgamation of the said bank with the Bank of Baroda her services were absorbed by the management bank. Though her name is not there in the list of employees of the erstwhile Traders Bank Limited, yet she is working with the management till date since the date of amalgamation of that bank with the Bank of Baroda. It is not a disputed fact that she is working with the bank and is being paid half of the scale wages. Arrears were paid to her when wages of the bank employees were revised, which fact is suggestive that she works as temporary employee with the bank.

17. Question for consideration comes as to whether services of Smt. Phoolwati can be regularized. As claimed by the management she was a part time daily rated employee. In *Silver Jubilee Tailoring House* (1993 (II) LLJ 495), the Apex Court ruled that tailors working on part time basis in tailoring shop fall within the definition of workman. Following that decision, a Division Bench of Bombay High Court in *Raja Ram Rokare* (1977 Lab. I. C. 1594) announced that part time carpenters and polishman engaged in the factory were workmen. Same view was taken by Allahabad High Court in *P. N. Gulati* (1977 Lab. I. C. 1088) wherein it was held that doctor employed in the industry for rendering medical aid to its employees on part time basis was a workman. In *Govind Bhai Kena Bhai Maru* (1988 Lab. I. C. 505) it was laid that the definition of the workman is sufficiently wide to include a "part time employee" within its sweep. Therefore, Smt. Phoolwati being a part time employee falls within the definition of a workman.

18. An industrial workman is entitled to job security, permanency of tenure unless he is appointed in temporary or casual capacity. Where employment is of temporary nature it is normally function of the employer as to who should be made permanent and who should not be. In *Jaswant Sugar Mills* (1961 (1) LLJ 649) the Apex Court considered the definition of "permanent workman", "seasonal workman" and "temporary workman" in the standing order together and observed that a "seasonal workman" is engaged in a job which lasts during a particular season only, while a temporary workman may be engaged either in work of temporary or casual nature or temporarily for work of permanent nature, but a permanent workman is one who is engaged in work of permanent nature only. The distinction between a permanent workman engaged on a work of permanent nature and a temporary workman engaged on work of a permanent nature is, in fact, that a temporary workman is engaged to fill in temporary needs of extra hands of permanent jobs. Thus when a workman is engaged on a work of permanent nature which lasts

throughout the years, it is expected "he would perform the work permanently unless he has been engaged to fill in a temporary need". In other words, a workman is entitled to expect permanency of his services.

19. Permanency of tenure can be claimed only by such employees as have to work for all the working hours on all the working days and cannot be claimed by such workmen who are employed only on part time work. In *Gramophone Company Limited* (1964 (II) LLJ 131) the man power working in that company were required there only for recording of songs. The Apex Court ruled that they were not permanent workmen. In *Hindustan Aeronautics Limited* (1975 (II) LLJ 336) some casual employees working in the canteen were ordered to be treated as probationers from a particular date and appointed in permanent vacancies without going into the question as to whether more permanent workmen were needed in the canteen or not, over and above the existing strength. There were no permanent vacancy in the canteen nor the Tribunal directed to create new posts. The Apex Court ruled that the Tribunal was not justified in making these directions.

20. In *Uma Devi* (2006 (4) SCC 1) the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the post which was held by them in temporary or ad hoc capacity for a fairly long spell. The Court ruled thus:

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent the distinction between regularization and making permanent, was not emphasized here—can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh* (1992 (4) SCC 118) is to some extent inconsistent with the conclusion in para 45 of the said judgment therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

21. Workman can be made permanent only against permanent vacancies and not otherwise. As testified by Shri K. C. Hans, Smt. Phoolwati renders 19 hours service in

a week. He presents that as per Bipartite Settlement she is being paid half of the scale at minima. Shri Dahia nowhere disputes that Smt. Phoolwati is being paid in accordance with Bipartite Settlement dated 19-10-66. Therefore, it is emerging over the record that Smt. Phoolwati is a part time employee who is being paid in accordance with Bipartite Settlements. However, in subsequent sections of the judgment in Uma Devi (supra) the Apex Court commanded the state to take steps to regularize as a one time measure. The services of the employees appointed irregularly, who have worked for ten years or more in duly sanctioned post. For the sake of convenience it would be expedient to reproduce the missives of the Apex Court which are extracted thus :

“One aspect need to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in S. V. Narayanappa. R. N. Nanjundappa and B. N. Nagarajan and referred to in para 15 above of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without intervention of orders of the courts or of tribunals. The question of regularisation of the services of such employees may have to be considered on merits in the light of the principles settled by this Court in the cases above referred to in the light of this judgment. In that context, the Union of India, the State Governments and their instrumentalities should take steps to regularize as a one time measure, the services of such irregularly appointed, who have worked for ten years or more in duly sanctioned posts but not under cover of orders of the courts or of tribunals and should further ensure that regular recruitments are undertaken to fill those vacant sanctioned posts, that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date. We also clarify that regularization, if any already made, but not sub-judice, need not be reopened posted on this judgement, but there should be no further by passing of the constitutional requirement and regularizing or making permanent, those not duly appointed as per the constitutional scheme.”

22. In view of the law laid by the Apex Court, in Uma Devi (supra) it is evident that claim of regularisation of the services of the employees, who have been appointed in an illegal manner, cannot be considered by the State, its instrumentalities or the Courts, to frustrate the claim of the persons who are ready to compete for those posts. It is well settled proposition of law that the State cannot make appointments to a post in violation of its policies of recruitment. However, the persons who are working on the posts for more than ten years or more, against which posts they were appointed in irregular manner, the State is under a command to take steps for their regularization, as one time measure.

23. Now it would be considered whether claim of Smt. Phoolwati for regularisation of services can be considered. To rebut her claim Shri Gupta has relied on precedents in Delhi Jal Board (2006 III AD (Delhi) 683), M.P. State Agro Industries Development Corpn. Ltd (2006) 2 S. C. C. 716, Airport Authority of India (2006 III AD (Delhi) 701) R. N. Nanjundappa (1972 (1) LLJ 565) and Amreli Municipality (2004) 107 FJR 108 and argued that regularization is something different than making an employee permanent on a post. In view of the law laid by the Apex Court in Uma Devi reliance of Shri Gupta on the above precedents happens to be nothing but quibbles of advocacy. In Uma Devi the Apex Court had made it clear that regularization of services or making one permanent on a post has one and the same meaning.

24. Smt. Phoolwati was employed as safai karamchari by the Traders Bank Limited in 1984. When Traders Bank Limited was amalgamated with the Bank of Baroda in May, 1988 her services were taken over by the bank of Baroda. Since May, 1988 till date, Smt. Phoolwati has been working with the bank of Baroda. Therefore, it is emerging that service of Smt. Phoolwati were taken over by the Bank of Baroda on amalgamation of the Traders Bank Limited with it in May, 1988. Her name did not find mention in the list of the employees of Traders Bank Limited, which was submitted to the Bank of Baroda on amalgamation. Therefore, it is emerging over the record that Smt. Phoolwati was taken over by the bank of Baroda in May, 1988 in an irregular manner and not in an illegal manner. Her case is covered by the directives given by the Apex Court for taking one time measure to regularize the service of an employee, working for ten years or more against a sanctioned post.

25. Even otherwise the Government of India issued an approach paper on 16-8-90, laying down guidelines for all public sector banks, for recruitment as well as absorption of temporary employees. Guidelines laid in the approach paper are not a matter of dispute. It has been laid in clause (a) of paragraph 6 of the approach paper that cases of temporary employees, who have put in not less than 240 days of temporary service in 12 consecutive months and are entitled to the benefits of Section 25 F of the I. D. Act, may be decided by entering into a settlement with the representative union. It may be pointed out that in order to have a binding effect of the settlement on the other parties, who are not parties to it, It will be necessary that the settlement should be arrived at in the course of the conciliation proceedings. Talks of settlement can be initiated by the management of each bank with its representative union during the conciliation proceedings and may be given effect to in terms of the provisions of the I.D. Act.

26. Modalities regarding test and or interview etc. for absorption of temporary employees in subordinate



cadre were left to be finalized by the respective banks in their own directions, keeping in view the main criteria proposed in the approach paper. It was further pointed out therein that eligibility of a candidate was to be considered only on the date he was first engaged as temporary employee. Only temporary employees who had put in minimum temporary service of 90 days or more after the cut off date, that is 1-1-82 were to be eligible for consideration under the scheme. Vacancies for absorbing the temporary employees who were to be finally approved, were to be identified by the management within the norms prescribed by the Ministry of Finance and the test/interview was to be conducted for filling up the vacancies allotted for a particular cadre in the year in which test/interview was being conducted. The above recruitments were to be subject to statutory requirements regarding reservation for S.C./S.T., physically handicapped and ex-servicemen. The aforesaid approach paper provides one time measure, to be adopted by all public sector banks, to regularize the services of temporary employees.

27. Shri Gupta does not dispute that the said approach paper was followed by the Bank of Baroda and steps were taken to regularize all temporary employees, in pursuance of the directives given therein. He could not present any explanation as to why services of the claimant were not regularized, who was working with the management bank since May, 88. It is not the case of the management that Smt. Phoolwati's case does not fall within all four corners of the guidelines laid in the said approach paper or settlement arrived at with the representative union. Therefore, it is evident that despite guidelines laid in the approach paper dated 16-8-90, issued by the Government of India, as well as law laid by the Apex Court in Uma Devi (supra) the management had not opted to accord rights available to the claimant.

28. Equality before law and equal protection of laws are fundamental rights of every person, ordains an Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated a like. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, Government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or

appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

29. When case of Smt. Phoolwati is considered in the light of the fundamental rights guaranteed by Article 14 and 16 of the Constitution, it is evident that she has been discriminated by the management bank, who is State within the meaning of Article 12 of the Constitution. When temporary employees were considered for regularization in view of guidelines laid in the approach paper dated 16-8-90, the management bank cannot be allowed to discriminate Smt. Phoolwati in that matter. Therefore, it is evident that the action of the management bank in not considering her for regularizing her services cannot be held to be legal and justified.

30. Smt. Phoolwati has a right to be considered for the purposes of regularization in pursuance of guidelines laid down in the approach paper as well as by the Apex Court in Uma Devi (supra). The management bank is, therefore commanded to consider the case of Phoolwati for regularization of her services, in view of the missives referred above and accord status of regular employee, if she is found eligible for the same, on the date when persons of her category were considered and regularized. An award is accordingly passed. It be sent to the appropriate Government for publication.

Dated: 9-12-09

DR. R. K. YADAV, Presiding Officer

नई दिल्ली, 18 जनवरी, 2010

का.आ. 458.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महानगर टेलीफोन निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 2 /2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2010 को प्राप्त हुआ था।

[सं. एल-40011/40/2007-आई.आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 18th January, 2010

S.O. 458.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.2/2009) of the Central Government Industrial Tribunal-cum-Labour Court, No.1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mahanagar Telephone Nigam Limited and their workmen, which was received by the Central Government on 18-1-2010.

[No. L-40011/40/2007-IR (DU)]

SURENDRA SINGH, Desk Officer



## ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR, COURT NO. 1 NEW  
DELHI KARKARDOOMA COURT COMPLEX, DELHI  
I.D.NO 2/2009**

Sh. Gopal s/o Shri Ram Swaroop,  
R/o 17/424, Kalyanpuri,  
Delhi.

Workman

Versus

Mahanagar Telephone Nigam Limited,  
Through General Manager (C),  
9, C.G.O. Complex, Lodhi Road,  
New Delhi- 110003

Management

## AWARD

1. A phone mechanic entered local MDF room on 3-4-99 at 7 am, located at Shram Shakti Bhawan by opening the lock and misused telephone Nos. 3710171 and 3714009, unauthorisedly connected STD/ISD calls from the aforesaid telephone numbers to local subscribers and tampered aforesaid telephone numbers for illegally connecting ISD calls to selected private subscribers. He was suspended for the said act of misconduct and a charge sheet was served upon him. He opted not to submit any reply to the charge sheet. E.O. was appointed, before whom the delinquent official appeared on 10-12-01 and admitted the charges. Enquiry Officer submitted his findings and the disciplinary authority ordered for his compulsory retirement on 4-12-2003.

2. After his compulsory retirement Gopal, whose services came to an end on the strength of order dated 4-12-03, filed his claim before the conciliation officer seeking his reinstatement in service. Since conciliation proceedings failed, a failure report was submitted before the appropriate Government. The appropriate Government referred the dispute to this Tribunal for adjudication vide order No. L- 40011/40/2007-IR (DU), New Delhi dated 13th of November, 2007, with the following terms:

“Whether the action of the management of M.T.N.L. in imposing a penalty of compulsory retirement on their workman Shri Gopal w.e.f. 13-9-2004 is legal and justified? If not, to what relief the workman is entitled to?”

3. During the pendency of the conciliation proceedings the workman expired on 7-5-2009. His widow, namely, Smt. Sita filed the claim statement pleading therein that her husband was employed with the management since October, 1978. He worked with the management with best of his abilities. He never gave a chance of complaint to his officers. However, wild allegations were levelled against him by the management, to the effect that on 3-4-99 he had

entered local M.D.F. room at Shram Shakti Bhawan and unauthorisedly misused telephone Nos. 3710171 and 3714009 by using some device, where he was caught red handed. A memo was served upon him and he was suspended. Enquiry was proposed against him. Shri A. S. Chaudhary was appointed as Enquiry Officer. When her husband appeared before the Enquiry Officer, no opportunity was given to him to defend himself in that matter. Contents of the charges were not explained to him. He was induced to sign certain papers. The Enquiry Officer submitted his findings, against which a representation was made by the deceased workman. He was given false assurances that charges would be withdrawn against him. He was compulsorily retired in a pre planned manner. Action of the management is not justified. Her deceased husband was entitled to receive his back wages, besides all benefits. The Enquiry was not in consonance with the principles of natural justice. He preferred an appeal against order of compulsory retirement, which appeal was also dismissed. She presents that punishment of compulsory retirement awarded to her husband was not justified.

4. Management contests the claim petition pleading that the Enquiry Officer had given opportunity to Gopal to defend himself. When Gopal admitted the charges before the Enquiry Officer, he gave a findings against him. Report of the Enquiry Officer was made available to Gopal and thereafter he made his representation dated 12-9-2000. The disciplinary authority considered his representation and passed order of compulsory retirement on 4-12-2003. He preferred an appeal against the said order, which was dismissed by the Appellate Authority on 31-8-2004. Since Gopal was compulsorily retired in pursuance of action taken against him under the provisions of the MTNL (Conduct, Discipline and Appeal) Rules 1998 (in short the Rules), claim made by his widow for wages during the period of his suspension is uncalled for. Her claim is liable to be dismissed.

5. On pleadings of the parties following issues were settled:

1. Whether the enquiry conducted by the management was just, fair and proper?
2. Whether the punishment awarded to the workman was commensurate to his misconduct?
3. As in terms of reference.
4. Relief.

6. Issue No.1 was treated as preliminary issue and parties were called to adduce evidence on that issue. Shri A. S. Chaudhary was examined by the management to discharge onus resting on them. On 16-10-09 none appeared on behalf of the workman and the matter was proceeded under Rule 22 of Industrial Disputes (Central) Rules 1957. Since none was there to cross examine Shri Chaudhary, his evidence was closed. No evidence was adduced on behalf of the workman to rebut facts presented by Shri Chaudhary.

7. Vide order dated 9-11-07, the preliminary issue was answered in favour of the management and against the workman.

8. Though the case was posted for several times for hearing on proportionality of punishment, none came forward to project the case either on behalf of the workman or the management. I have given my careful considerations to the circumstances leading to the present controversy and cautiously perused the record. My findings on issues involved in the controversy are as follows.

9. As brought over the record on 3-4-99 at 7 a.m. Gopal entered local MDF room at Shram Shakti Bhawan by opening the lock, used telephone No. 3710171 and 3714009, unauthorisedly connected STD/ISD calls from the aforesaid telephone numbers to local subscribers and tempered aforesaid telephone for illegally connecting ISD calls to his selected persons. He connected ISD No.00622/6504447 from telephone No.3714009 at 7.12 am on 3-4-99. He allowed selected person to talk on that phone for about 10.58 months. He connected ISD No.0062812910 5445 on telephone No.3710171 at 7.26 a.m. and allowed the person of his choice to talk on that telephone for 11-05 minutes. He connected ISD Numbers 0061297494102 and 009714536160 on telephone No.3714009 at 9.05am and 7.41am respectively. He allowed a person of his choice to talk on those ISD number for 20.47 minutes and 11.21 minutes respectively. He also connected calls on telephone No.7144384 and 3277420 and the persons of his choice talked for 11.11 minutes, 10.32 minutes, 19.54 minutes and 10.21 minutes respectively. Therefore, it is evident that the deceased workman illegally connected local calls as well as ISD calls to private subscribers, with a view to have wrongful gain for himself and caused wrongful loss to the MTNL. Consequently it came over the record that the deceased workman misused the aforesaid telephone numbers and allowed the private subscribers to obtain facility of the aforesaid telephone numbers to make ISD as well as local calls. The act committed by the deceased workman shows dishonesty and theft on his part. He dishonestly entered into MDF room and unauthorizedly connected the aforesaid ISD calls on telephone numbers referred above and thereby caused wrongful gain to himself and wrongful loss to his employer. Act of theft and dishonesty committed by the deceased workman exposes him to the liability of being punished. These are the misconduct which justify punishment of dismissal. Reference can be made to a precedent in J. K. Cotton Spinning and Weaving Company Limited (1965 II LLJ 153) and Delhi Cloth and General Mills Limited (1960 (I) LLJ 520).

10. Major punishment of compulsory retirement was imposed upon the deceased workman for bringing his service to an end, As a measure of punishment for misconduct, it should be brought over the record, that the acts perpetrated by him were such which warranted major punishment. The employer's right to dismiss a workman

arises from the terms, expressed or implied, of the contract of employment. If an employee will cause wrongful loss to his employer and gain for himself, his misconduct warrants a stern action. Here in the case the deceased employee not only committed acts of theft but acts of dishonesty also, when he entered the MDF room and illegally connected ISD calls to selected subscribers, in order to cause wrongful gain to himself. It is not a case of trifling matter, which may warrant lesser punishment than compulsory retirement from service. A serious charge was committed by him which deserves no less punishment than one awarded to him. Under these circumstances one cannot say that punishment awarded to the deceased workman was not commensurate to the act of his misconduct.

11. Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must be commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of section 11-A of the Act, it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had however laid down in Bengal Bhatdee Coal Company (1963 (I) LLJ 291) that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of Section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

12. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the

Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in *Hind Construction and Engineering Company* [1965 (I) LLJ 462]. Likewise in *Management of the Federation of India Chambers of Commerce and Industry* (1971 (II) LLJ 630) the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In *Ram Kishan* [1996 (I) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts".

13. In *B. M. Patil* [1996 (II) LLJ 536], Justice Mohan Kumar of Karnataka High court observed that in exercise of discretion, the disciplinary authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

14. After insertion of Section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer is commensurate with the gravity of the Act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in

*Sanatak Singh* (1984 Lab. I.C.817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in *Kachraji Motiji Parmar* [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11 A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

15. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammelled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Further more, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with, without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of gave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in *Bhagirath Mal Rainwa* [1995 (I) LLJ 960].

16. Now I would turn to the facts of the present controversy, in order to assess as to whether punishment of compulsory retirement to the workman was commensurate to his misconduct. As emerge out of the record, Gopal entered MDF room in unauthorized manner and connected STD/ISD calls through telephone No. 3710171 and 3714009 to person of his choice for unauthorized gain. He was caught red handed. By his Act of misconduct he caused wrongful gain to himself and wrongful loss to his employer. He had not been honest to his employer as well as to the subscribers of the aforesaid two telephone numbers. In a bid to obtain wrongful gain for himself, he put prestige and reputation of his employer to stake. Subscribers of the aforesaid telephone numbers

were also put to loss by him. Therefore, it is crystal clear that his dishonest intentions could put his employer in a disadvantageous stage. His employer came in a receiving end from the side of the subscribers of the aforesaid telephone numbers. Consequently Gopal had exposed his employer to criticism from the aforesaid two subscribers as well as from public at large. Gopal was in a position to handle with the property of his employer. Such persons are supposed to maintain their work and conduct as punctilio of higher code in order to give efficient service to the subscribers and that too to their satisfaction. Not to talk of giving efficient service to the subscribers of the aforesaid telephone numbers, Gopal made them to feel cheated and put to loss. All these aspects make it clear that Gopal put his employer in a position to feel that it cannot maintain confidence in him. It was a case of complete loss of confidence in the employee. Such an employee cannot be retained in service. Therefore, punishment of compulsory retirement is found to be commensurate to the misconduct, committed by him. Consequently, issues are answered against the deceased employee.

17. As discussed above punishment awarded to Gopal was found commensurate to his misconduct. No relief can be awarded to him or his heirs. The claim statement deserves to be dismissed. The same is dismissed. An award is accordingly passed.

Dated: 27-11-09

DR. R. K. YADAV, Presiding Officer

नई दिल्ली, 18 जनवरी, 2010

का.आ. 459.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं सफदरजंग हास्पिटल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 64/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2010 को प्राप्त हुआ था।

[सं. एल-42012/50/2004-आईआर(सी.एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 18th January, 2010

S.O. 459.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/2004) of the Central Government Industrial Tribunal/Labour Court, No.1, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Safdarjung Hospital and their workmen, received by the Central Government on 18-1-2010.

[No. L-42012/50/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

## ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. I KARKARDOOMA COURT COMPLEX, DELHI  
I.D.NO. 64/2004

Karamvir,  
C/o General Karamchari Lal Zanda Union,  
M-714-715, Mangolpuri,  
Delhi-110083.

... Workman

Versus

The Medical Superintendent,  
Safdarjung Hospital,  
New Delhi-110029

... Management

## AWARD

Habit of absenteeism of Karamvir, who was working as a safai karamchari with Safdarjung Hospital, New Delhi, pushed him in trouble water. He was served with a charge sheet, since he opted not to mend his ways. Karamvir admitted the charges levelled against him. Disciplinary Authority awarded punishment of removal from services, vide order dated 20-12-2000. Karamvir raised an industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal, vide order No. L-42012/50/2004-IR (CM-II), New Delhi, dated 15-12-04, with the following terms :—

“Whether the action of the Medical Superintendent, Safdarjung Hospital, New Delhi in terminating the services of Shri Karamvir S/o Shri Bhanwar Singh, Ex. Safai Karamchari is legal and justified? If not, to what relief the workman is entitled to and from which date?”

2. Claim statement was filed by the workman pleading that he was working as sweeper with the management since 25-5-90. His last drawn salary was Rs.4500 PM. He had been working honestly and sincerely. On account of serious dispute between him and his wife, he was on leave during the period 1994 till 1999. His wife had performed some “tantras” on him and as such he lost balance of his mind. He remained under treatment of various tantrik from 1994 till 1999. A charge sheet was served upon him on 8-9-2000. Prior to that date no complaint was there against him. He replied the said charge sheet. Despite the fact that his reply was satisfactory he was removed from services vide order dated 22-12-2000. Action of the management is illegal, unjust and unwarranted. He had informed management about his ailment, for which he moved leave applications. He was told that his leaves have been sanctioned. His services were dispensed with without holding any domestic enquiry. He filed an appeal against the dismissal order, which was also dismissed. Notice of

demand dated 12-8-2002 was served but the management had not responded to it. He is unemployed since the date of his dismissal. He seeks reinstatement of his services with continuity and full back wages.

3. Contest was given to his claim by the management pleading that he joined services of the hospital as safai karamchari on 11-12-93. His attendance record remained extremely worst. From 1-1-94 till 21-10-2000, he remained absent for a period of 1451 days. He remained absent in unauthorised manner for most of the period. Charge sheet was served upon him on 8-9-2000. He submitted reply vide his letter dated 27-9-2000, wherein he admitted the charges. Since charges were not disputed by Karamvir, it was not expedient to hold an enquiry against him. Penalty of removal from service was awarded to him, vide order dated 22-12-2000, which is in accordance with the rules. It is claimed that punishment awarded to him was proportionate to his misconduct.

4. On pleadings of the parties following issues were settled by my learned predecessor vide order dated 20-9-06.

1. Whether the enquiry was fair and proper?
2. Whether the workman remained absent as claimed by the management?
3. As in terms of reference?
4. Relief

5. Workman tendered his affidavit in support of his claim. He was cross-examined on behalf of the management. Shri Surender Pershad was examined on behalf of the management. No other witness was examined on behalf of either of the parties.

6. Arguments were heard at the bar. Shri Rohit Singh, authorized representative, advanced arguments on behalf of the workman. Shri C. K. Sharma, authorized representative, advanced arguments on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

#### Issue No. 2

7. Shri Surender Pershad testified that Karamvir was appointed as sweeper on a temporary position vide order dated 18th Nov. 1993. Copy of which appointment letter is Ex.MW1/1. He accepted terms of his appointment vide Ex.MW1/2. He joined services on 11-12-93. From 1-1-94 he started absenting from his duties. He remained absent till 21-12-2000. Various letters were written calling upon him to join his duties, copies of which letters are Ex.MW1/4 to Ex.MW1/22. Despite various letters, memos and warnings sent, Karamvir did not join his duties. On 8-9-2000 a charge sheet was issued to him, copy of which is Ex.MW1/23. He accepted the charges vide his reply Ex.MW1/24. During the course of his cross examination he projects that no leave application was moved by Karamvir. He denied the

proposition that the management was aware that wife of workman was ill since long.

8. Workman swears in his affidavit that he was in the service of the management w.e.f. 25th of May, 90. He completed more than 240 days of his services in each calendar year. He informed his officers about his leave. His officers told that there was no necessity to move applications in writing. According to him, he rendered satisfactory services with the management. Charge sheet was served upon him on 8-9-2000, which was replied by him. His services were dispensed with on 22-12-2000, in an arbitrary and illegal manner. During the course of his cross examination he concedes that 6-7 memos were served which were replied by him. He projects that he moved leave applications in writing before the authorities. According to him charge sheet was served upon him after 10 months of the termination of his services.

9. To appreciate rival facts testified by the parties, I am called upon to take into account the documents proved over the record. Ex.MW1/1 is the appointment letter issued in favour of the claimant. Contents of Ex.MW1/1 highlights that it was issued on 18-11-93 for the post of temporary safaiwala. The claimant was put in probation for a period of 2 years from the date of joining his services. Ex.MW1/2 is the acceptance letter submitted by Karamvir. He accepts all terms and conditions contained in Ex.MW1/1 and requested the Medical Superintendent, Safdarjung Hospital, New Delhi to allow him to join duties. Ex.MW1/3 is the posting order in respect to six employees, including the claimant. It projects that Karamvir was appointed on 11-12-93 on the post of a safaiwala. These documents make it clear that Karamvir joined his services with the management on 11-12-93 and his claim that he was in service since 25-5-90 is false.

10. As admitted by the claimant some memos were served upon. On this line Shri Surender Pershad projects that various letters, memos and warnings were issued to the claimant which are Ex.MW1/4 to Ex.MW1/22. Documents Ex.MW1/4 to Ex.MW1/22 were not dispelled by the claimant when he attempted to purify testimony of Surender Pershad, by an ordeal of cross examination. No efforts were made by the claimant to question the aforesaid letters, memos and warnings served on him. Testimony of Surender Prashad remained un-assailed on that point. Therefore it is evident that the workman had nothing to say about genuineness of the document Ex.MW1/4 to Ex.MW1/22. Ex.MW1/4 was served upon the claimant on 3rd of October, 96, wherein he was called upon to explain his absence from the duties within a period of three days. Ex.MW1/5 was served upon him on 8-4-97, wherein he was also called upon to explain reasons of his absence from duties, within a period of three days. On 3-10-97 Ex. MW1/6 was served on the claimant wherein he was called upon to explain his unauthorized absence from duties. Ex.MW1/7 also speaks that Karamvir was absent from his duties and

he was required to tender his explanation, otherwise a departmental action was to be initiated. Ex.MW1/8 speaks the same story, which was served upon the claimant on 16-12-98. On 23-1-99 memo Ex. MW 1/9 was served on the claimant wherein he was required to explain his unauthorized absence from duties. Ex. MW1/10 was served on 23-3-1999, Ex.MW1/11 was served on 18-5-1999, Ex.MW1/12 was served on 4-6-1999, Ex.MW1/13 was served on 28-6-1999, Ex. MW1/15 was served on 28-7-1999, Ex. MW1/16 was served on 11-9-1999, Ex. MW1/17 was served on 22-11-1999, Ex. MW1/18 was served on 20-7-2000, Ex. MW1/19 was served on 28-10-2000, Ex. MW 1/20 was served on 2-4-2000, Ex. MW1/21 was served on 27-11-2000, while warning was served on the claimant vide Ex. MW 1/22 which is dated 7-12-2000. All these documents go to show that Karamvir was absent from his duties unauthorisedly. He had tendered no explanation despite repeated instructions and warnings served upon him. To counter facts projected by Shri Surender Pershad, the claimant tried to depose that as and when he moved application for leave, he was advised not to do so and was permitted to be on leave without any application. Story put forward by the workman is unworthy of credence. It is not expected of an officer to advise his sub staff not to move an application for leave and then to serve him with memos and warning. These memos and warnings were not responded or replied. Therefore, it is evident that Karamvir remained absent from his duties w.e.f. October, 1996 till 21-12-2000. Consequently I am constrained to conclude that workman remained absent unauthorisedly. The management has been able to discharge the onus resting on it in that regard. Issue is answered in favour of the management.

#### Issue No.1

11. A charge sheet was served upon Karamvir on 8-9-2000, copy of which is Ex.MW1/23. Service of charge sheet on the claimant is not a matter of dispute. When Ex.MW1/23 was perused, it came to light that he was called upon to explain his authorized absence for 228 days in 1994, for 150 days in 1995, for 198 days in 1996, for 195 days in 1997, for 193 days in 1998, for 207 days in 1999 and 33 days in 2000. Charge sheet was replied by the claimant, vide reply Ex. MW1/24. When this reply was perused, it came to light that he projects that he remained absent for various years since 1994 on account of ailment of his wife and children. He admits that various documents were furnished to him alongwith charge sheet. He requested that an opportunity may be given to him to mend his ways. He also projects that he was attending his duties. Perusal of Ex.MW1/24 makes it clear that Karamvir admitted contents of the charge sheet, served upon him.

12. Charge sheet was served upon Karamvir under Rule 14 of Central Civil Services (Classification Control and Appeal) Rules 1965 (in short the Rules), for imposing

major penalties. Rule 11 enlists the penalties, which may be imposed on an employee. The penalties are of two categories viz. minor penalties and major penalties. Minor penalties are (1) censure (2) withholding of promotion (3) recovery from pay of the whole or part of any pecuniary loss caused by an employee to the Government by negligence or breach of orders (3) (a) reduction to lower stage in time scale of pay by one stage for a period not exceeding three years without cumulative effect and not adversely affecting pension of an employee, and (4) withholding of increments of pay. Major penalties are given in clause (V) to clause (IX) of rule 11, which are (1) reduction to a lower stage in the time scale of pay for a specified period (2) reduction to a lower time scale of pay grade, post or service which shall ordinarily be a bar to the promotion of Government servant to the time scale of pay, grade post or service from which he was reduced.

(4) Removal from service which shall not be disqualification for future employment under the Government, and (5) dismissal from service which shall ordinarily be a disqualification for future employment under the Government.

13. Sub-rule (1) of rule 14 contemplates that no order imposing any of the major penalties, specified in clauses (V) and (IX) of rule 11 shall be made except after enquiry conducted, as far as may be in the manner provided in that rule and rule 15 or in the manner provided by the Public Servants Enquiries Act, 1850. Sub-rule (4) of the said rule provides that the Disciplinary Authority shall deliver or cause to be delivered to the government servant a copy of the articles of charges, statement of imputation of misconduct or mis-behaviour and a list of documents and witnesses by which each article or charges is proposed to be sustained and shall require government servant to submit, within such time as may be specified, written statement of his defence and state whether he desire to be heard in person. Clause (a) of sub-rule (5) of rule 14 details that on receipt of written statement of defence, the Disciplinary Authority may itself enquiry into such of the articles of charges as are not admitted, or if he considers it necessary to do so, appoint under sub rule (2) an enquiring authority for the purpose, and where all the articles of charge have been admitted by the government servant in his written statement of defence, Disciplinary Authority shall record its finding on each charge after taking such evidence as it may think fit and shall act in the manner laid down in rule 15.

14. Out of bare reading of clause (a) of sub-rule (5) of rule 14 of the Rules it is evident that on admission of all articles of charges by the delinquent official, in his written statement of defence, the Disciplinary Authority is under an obligation to record its finding on such charge, after taking such evidence as it may think fit. A duty is also cast on him to act in the manner provided by rule 15. Sub-rule (2)

of rule 15 contemplates that the Disciplinary Authority shall forward a copy of report of enquiry to the Government servant who shall be required to submit, if he so desires, his written representation or submissions to the Disciplinary Authority within 15 days, irrespective of the fact whether report is favourable to him or not. Sub-rule (2A) of rule 15 enjoins a duty on the Disciplinary Authority to consider representation submitted by the Government servant and record its finding before proceeding further in the matter. Sub-rule (4) of rule 15 projects that the Disciplinary Authority, having regard to its findings on all or any of the articles of charge and on the basis of the evidence adduced during the enquiry, may for an opinion that any of the penalties specified in clauses (V) to (IX) of rule 11 should be imposed on the government servant, he shall make an order imposing such penalty and it shall not be necessary to give the government servant any opportunity of making representation on the penalty proposed to be imposed.

15. Thus it is crystal clear that when a Government servant admits articles of charge, the Disciplinary Authority shall record its finding on each charge, after taking such evidence as it may think fit. Thereafter, Disciplinary Authority shall forward a copy of report of the enquiry to the government servant, requiring him to submit, if he so desires his written representation or submission to the Disciplinary Authority, within a period of 15 days and thereafter the Disciplinary Authority shall pass any of the penalties specified in rule 11 on him.

16. As detailed above, charge sheet Ex. MW1/23 was served upon Karamvir calling upon him to submit his written statement of defence within a period of ten days. Alongwith the said charge sheet article of charges were annexed. In articles of charge it was pointed out that he remained absent for 228 days in 1994, 150 days in 1995, 198 days in 1996, 195 days in 1997, 193 days in 1998 and 207 days in 1999. It was also mentioned therein that from January 2000 till the date of service of the said charge sheet he remained absent in a unauthorized manner for 33 days. He submitted his statement of defence vide communication Ex. MW 1/24 wherein he admits that from 1994 for a few years he remained absent from his duties, on account of ailment of his wife and children and adverse circumstances prevalent in his family. He further detailed therein that various memos were served upon him in that regard. Therefore, it is evident that articles of charge were admitted by Karamvir in his written statement of defence. In such a situation the Disciplinary Authority was required to record his findings after taking such evidence as he may deem fit. He was under an obligation to serve copy of his report of enquiry on Karamvir, calling upon him to submit his written representation within a period of 15 days, as contemplated by sub-rule (2) of rule 15. Here in the case no

such copy of report was served on Karamvir nor he was called upon to submit his written submissions or representation, against the said report. Thus it is evident that order imposing penalty of removal on Karamvir was in contravention of the provisions of sub-rule (2) of rule 15 of the Rules. In view of the above conclusion it is held that the enquiry was not fair and proper. Consequently the issue is answered in favour of the workman and against the management.

### Issue No. 3

17. It was submitted by Shri C. K. Sharma that no further evidence is needed, since Karamvir nowhere disputes articles of charge served upon him. He presents that Shri Surender Prashad had proved the copy of the charge sheet served on the claimant as Ex. MW1/23. Vide his written statement on defence, which is Ex. MW1/24 Karamvir accepts all articles of charges wherein it has been projected that he remained absent in unauthorized manner from 94 till 99. Evidence adduced by Shri Surender Prashad clearly highlight acts of the misconduct committed by Karamvir, argued Shri Sharma. He presents that in such a situation no separate evidence was to be adduced by the management to prove misconduct of the claimant. Shri Rohit Singh could not dispute the written statement of defence submitted by the claimant. In Ex. MW1/24 the claimant admits that he remained absent from 1994 till 1999 on account of ailment of his wife, children and adverse circumstances prevalent in his family. Therefore, it is apparent that the management has been able to establish the misconduct of workman for remaining absent in a unauthorized manner.

18. The Tribunal is under an obligation to decide as to what should be the quantum of punishment, which should be appropriate for the claimant. As held above a misconduct of habitual absence from duty has come over the record against the claimant. He absented himself from his duties for considerable long period, without moving of any application for leave. An employee cannot claim leave of absence as a matter of right. Remaining absent without leave will constitute violation of discipline. Continuous absence from duty without any leave will invite severe punishment from his employer.

### Relief

19. Karamvir absented himself from duty from 1994 till 2000 for long intervals in an unauthorized manner. He was in the habit of remaining absent from his duties without sanction of leave. Misconduct of remaining absent justify his removal from service. Therefore, the order of removal from service of Karamvir shall take effect from the date of the award. An award is accordingly passed. It be sent to the appropriate Government for publication.

Dated: 1-12-09

DR. R. K. YADAV, Presiding Officer

नई दिल्ली, 18 जनवरी, 2010

क्रा.आ. 460.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट (संदर्भ संख्या 166/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2010 को प्राप्त हुआ था।

[सं. एल-20012/466/99-आईआर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 18th January, 2010

**S.O. 460.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 166/2000) of the Central Government Industrial Tribunal No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 18-1-2010.

[No. L-20012/466/99-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of I.D. Act.

Reference No. 116 of 2000

#### Parties:

Employers in relation to the management of Bastacolia Area of M/s. B.C.C. Ltd.

AND

Their Workmen

Present: Shri H.M. SINGH, Presiding Officer

#### APPEARANCES

For the Employers : None

For the Workman : None

State: Jharkhand

Industry: Coal

#### AWARD

By its Order No. L -20012/466/99-IR (C-I) dated 18-2-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 the Industrial Disputes Act, 1947, referred the dispute for adjudication to this Hon'ble Tribunal with following schedule:

क्या बस्ता कोला खादान भारत कोकिंग कोल लिमिटेड के प्रबंधन द्वारा कर्मचारी श्री अमास मंडल माईनिंग सरदार की जन्म

तिथि जो कि उनके सर्टिफिकेट में अंकित है को ध्यान में रखकर उसको उसके सेवा नियोजन से सेवानिवृत्ति के निर्धारित तिथि से पूर्व ही सेवानिवृत्त करना विधि सम्मत और न्यायिक दृष्टि से सही एवं उचित है? यदि नहीं तो कर्मचारी किन लाभों के लिए हकदार है?

2. This reference was received in this Tribunal on 28-2-2000. In spite of sending notice to the parties no written statement has been filed by the workman till 15-9-09. [The Sentence is Illegible in Original Copy]

In such circumstances, I render a 'No Dispute' Award in the present reference case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 18 जनवरी, 2010

क्रा.आ. 461.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट (संदर्भ संख्या 155 / 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2010 को प्राप्त हुआ था।

[सं. एल-20012/164/99-आईआर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 18th January, 2010

**S.O. 461.**—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 155/2000) of the Central Government Industrial Tribunal No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 18-1-2010.

[No. L-20012/164/99-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of I.D. Act.

Reference No. 155 of 2000

#### Parties:

Employers in relation to the management of M/s. B.C.C. Ltd.

AND

Their Workmen

Present: Shri H.M. SINGH, Presiding Officer

#### APPEARANCES

For the Employers : None

For the Workman : None

State : Jharkhand

Industry : Coal



**AWARD**

Dated, the 5th January, 2010

By Order No. L -20012/164/99-IR (C-I) dated 18-8-99 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Katras Chaitudih Colliery of M/s. BCCL in not providing employment to Sri Basudeo Bhuia, dependent son-in-law of late Lakhan Bhuia, Ex-Hard Coke Trammer under para 9.4.2 of NCWA-IV is justified? If not, to what relief the dependent son-in-law, namely, Basudeo Bhuia of late Lakhan Bhuia is entitled?”

2. This reference was received in this Tribunal on 20-4-2000. But till 1-10-2009 neither the concerned workman nor the sponsoring union appeared before this Tribunal to file written statement on behalf of the concerned workman. It seems that neither the concerned workman nor the sponsoring union is interested to contest the case.

In such circumstances, I render a ‘No Dispute’ Award in the present case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 19 जनवरी, 2010

का.आ. 462.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्दल बैंक आफ इंडिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पटना के पंचाट [संदर्भ संख्या 75 (सी) आफ 2008] को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2010 को प्राप्त हुआ था।

[सं. एल-12011/62/2008-आईआर (बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 19th January, 2010

S.O. 462.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No.75(C) of 2008] of the Industrial Tribunal Patna now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 18-1-2010.

[No. L-12011/62/2008-IR (B-II)]

U. S. PANDEY, Desk Officer

**ANNEXURE**

**BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA**

**Reference Case No. 75 (C) of 2008**

Between the management of Central Bank of India, Zonal Office, Bhagwan Chowk, Muzaffarpur and their workman Shri Radhey Shyam Kumar Patel, represented by the Deputy General Secretary, Industrial Mazdoor Congress, 204, Friends Garden Apartment, Road No.2, Extension Rajbanshi Nagar, Patna.

For the Management : Shri Avtar Singh, Chief Officer (Law), Central Bank of India.

For the Workman : Shri D. Ram, Authorised Representative.

Present : Shri Birendra Singh, Presiding Officer, Industrial Tribunal, Patna.

**AWARD**

Patna, dated the 11th January, 2010

By adjudication order No. L -12011/62/2008-IR (B-II), dated 26-8-2008, the Government of India, Ministry of Labour, New Delhi under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called ‘the Act’ for brevity) has referred the following dispute between the Zonal Manager, Central Bank of India, Zonal Office, Bhagwan Chowk, Muzaffarpur and their workman Shri Radhey Shyam Kumar Patel, represented by the Deputy General Secretary, Industrial Mazdoor Congress, 204, Friends Garden Apartment Road No.2, Extension Rajbanshi Nagar, Patna for adjudication to this Tribunal on following:

“Whether the action of the management of Central Bank of India, Regional Office, Muzaffarpur in terminating and not reinstating and regularizing the service of Sri Radhey Shyam Kumar Patel working as temporary water boy without complying Section 25F of I.D. Act is justified & legal? What relief the workman concerned is entitled to?”

2. Both the parties appeared on notice and filed statement of claim and the written statement.

3. On last several dates neither workman is present nor his representative appears no any steps has been taken. I presume that the workman or his representative is not interested to pursue this reference and has nothing to say in his favour. Under the circumstances, I hereby pass a “No dispute Award” in the circumstances above.

4. And this is my Award.

BIRENDRA SINGH, Presiding Officer

नई दिल्ली, 19 जनवरी, 2010

का.आ. 463.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्दल बैंक

ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 42/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2010 को प्राप्त हुआ था।

[सं. एल-11011/111/2005-आईआर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 19th January, 2010

**S.O. 463.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.42/2005) of the Central Government Industrial Tribunal/ Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 18-1-2010.

[No. L-11011/111/2005-IR (B-II)]

U. S. PANDEY, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : N. K. PUROHIT, Presiding Officer

I. D. No. 42/2005

Ref. No. L-11011/111/2005-IR (B-II) dated: 24-10-2005

#### BETWEEN

The General Secretary,  
Central Bank Workers Organisation, UP  
Central Office, C-1241 MIG Rajajipuram  
Lucknow -241961

#### AND

The Asstt. General Manager,  
Central Bank of India  
Regional Office, Hazratganj,  
Lucknow -226001

#### AWARD

Dated 6-1-2010

1. By its Order No. L-11011/111/2005-IR (B-II) dated 24-10-2005 the Central Government in the Ministry of Labour New Delhi, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) referred this Industrial dispute between the General Secretary, Central Bank Workers Organisation, UP Central Office, C-1241 MIG Rajajipuram Lucknow and the Asstt. General Manager, Central Bank of India, Regional Office, Hazratganj, Lucknow for adjudication.

2. The reference under adjudication is as under:

“Whether the action of the management of Central Bank of India in not paying pension to Smt. Munni Devi, retired peon who has claimed to have opted for pension under pension policy is legal and unjustified? If not to what relief the concerned workman is entitled to?”

3. The case of the union in brief is that workman Smt. Munni Devi was working at Central Bank of India Cantt. Road Branch Lucknow on the post of subordinate staff. She was retired on 31-12-2001. In 1996 the management of the bank implemented the pension policy for his employees under Employees Pension Regulation 1995 and called options from its employees. Smt. Munni Devi opted for pensions and the same was acknowledged and accepted by the pension department of the Bank vide letter dtd. 9-1-1996. Despite this the bank did not sanction pension to her. Therefore, the union has prayed to direct the bank to pay pension to the workman w.e.f. 31-12-2001 with commercial rate of interest.

4. The bank has denied the claim of the union. The contention of the bank is that the workman never opted for the pension scheme however, submitted that it was due to some technical problem confronted by the Bank with regard to the software in Compute System at the initial stage due to which the acknowledgment of pension were inadvertently issued to even those (including the workman) who had not opted for pension. In the case of the workman since, she had not opted for pension she was paid bank's contribution to the Provident Fund alongwith her own contribution and the workman on her part after retirement also received the Provident Fund including the bank's contribution, however, since there was a shortfall to the extent of Rs.25279 of the bank's contribution of the workman, the same was paid to her by the bank on 11-6-2004 after her retirement but she refused to accept the same. Barring the aforesaid sum of Rs.25279 the workman has received the Provident Fund including bank's contribution therefore, the workman is not entitled to pensions as she could not get two benefits i.e. bank's contribution in the Provident Fund as well as pension thus, the claim statement is liable to be rejected.

5. In rejoinder, the union has only reiterated averments made earlier in its statement of claim.

6. The union has examined workman Smt. Munni Devi whereas the bank has examined Sh. J.S. Chawla, AGM in support of their respective cases.

7. Heard the arguments of learned representatives on behalf of both the sides and perused the relevant material on record.

8. It is not disputed that Employees Pension Regulation 1995 was implemented by the Central Bank of India in the year 1996 and called the options from its employees to give their consent about pension or contributed provident fund. The contention of the union

is that workman had opted for pension under the pension scheme whereas the bank has contended that the workman never opted for the pension therefore, the question arises for consideration is whether the workman had opted for pension for joining Central Bank of India (Employees) Pension Fund.

9. The workman Smt. Munni Devi has stated that she had worked as Peon for more than 13 years in the bank and she had submitted her option form for pension scheme in the year 1996 and the same was accepted. In cross examination she has admitted that particular of her contribution as well as bank's contribution were used to be mentioned in the statement of account pertaining to Provident Fund. She could not mention the name of the bank Manager to whom she submitted her option. She has admitted that she is not getting pension because she had received the contribution of the bank after her retirement.

10. In rebuttal, the management witness Sh. J.S. Chawla, AGM has stated that the workman did not opt for pension scheme of the bank it was due to some technical problem confronted by the Bank with regard to the software in Computer System at the initial stage due to which the acknowledgements of pension options were inadvertently issued to even those who had not opted for pension. Since, the workman did not opt for pension, she was paid bank's contribution alongwith her own contribution and the workman on her part after retirement also received Provident Fund including the bank's contribution. However there was a shortfall of Rs. 25279 of the bank's contribution of the provident fund which was paid by the bank to the workman on 11-6-2004 after retirement but she refused to accept the same.

11. The learned representative on behalf of the union has contended that the workman had opted for pension in the year 1996. The documents of the bank also support the statement of the workman in this regard. The workman being a illiterate lady could not understand the consequence of accepting the amount of PF alongwith retiral benefits. Moreover, she was informed by the bank letter dtd. 8-1-96 that the option for pension had been accepted. When she did not get pension she made several representations for the same and refused to accept the remaining amount of Bank's contribution of PF in the year 2004.

12. Per contra, the learned representative of the bank has urged that letter dtd. 8-1-96 acknowledging the option was issued to the workman inadvertently due to technical problem in the computer system. The workman had received yearly statement of PF contribution wherein categorically 'No' is mentioned against the column of pension from but she never raised any objection in this regard prior to his retirement.

13. I have given my thoughtful consideration on the rival submissions of both the sides.

14. Admittely, the letter dtd. 8-1-96 (C-5) was issued by the bank in the year 1996 wherein it is mentioned that option form of the workman has been found to be in order and same has been accepted and registered. The workman was retired on 31-12-2001 and subsequently in letter dtd. 15-3-02 (C-6) addressed to Regional Manager, Lucknow the bank manager, Cantt. Road Branch has forwarded pension papers of the workman alongwith PF statement in response of letter of the Regional office dtd. 22-1-02. Vide letter dtd. 22-1-02 (C-8) sent to Branch Manager, Cantt. Road branch, the PF statement and two passport size photo were demanded in respect of pension matter of the workman. It is evident from the aforementioned documents that his pension claim alongwith other documents was forwarded to the concerned authorities.

15. The management witness Sh. J. S. Chawla has stated in his statement that it can not be inferred from letter dtd. 15-3-02 (C-6) that the workman was a pension optee but his statement is contrary to the contents of the Bank Manager's letter (C-6) which reveals that the copy of pension option was enclosed alongwith pension papers and PF statement. Sh. J.S. Chawla management witness has also stated that letter dtd. 8-1-96 (C-5) was inadvertently issued by the bank. He has further stated that it was due to some technical problem confronted by the bank in software in the computer system at the initial stage resultantly the acknowledgement of pension were inadvertently issued even to those, including the workman who had not opted for the pension. But the bank has not produced any documentary evidence to show that such acknowledgements of pension were inadvertently issued to others also. Moreover, the bank has not adduced any evidence when such mistake was detected after issuing said letter (C-5). The bank also not adduced any evidence that the workman was informed during the service period about issuance of letter inadvertently due to technical problem in the computer system. The management witness Sh. Chawla has admitted in his cross examination that information regarding inadvertently issuance of acknowledgement of the pension option to the workman was not given before retirement of the workman.

16. The bank has produced two copies of employees Provident Fund statements for the period ending March 1999 and March 2000 and copy of the letter dtd. 6-12-2001 forwarding the draft of Rs.90065 in favour of workman to the Branch Manager, contonment Road Branch regarding retiral benefit and on the basis of said documents it has been contended that the workman did not opt for pension and she never raised any objection regarding 'No' mentioned against the column of pension option in the above documents, and had received the bank's contribution towards Provident Fund which was not payable to the workman in case of option for pension.

17. Upon perusal of above documents it is evident that in statement of Provident Fund for the year 1998-99 (paper no. 16/9), an amount of Rs. 12067 has been shown as opening balance of Bank contribution and the same amount has been shown as opening balance in the next year's statement of Provident Fund for the year 1999-2000 (paper no. 16/8). The bank has not contributed any amount during said period as per above statements. Further the letter dated 6-12-2001 forwarding a draft of Rs. 90065 in favour of the workman an amount of Rs. 32393 has been shown as Provident Fund contribution of the Bank and the workman's own contribution has been shown Rs. 57672. It appears that the Bank had not deposited own contribution towards Provident Fund after option of the workman for pension and when the workman claimed pension after her retirement the remaining amount Rs. 25279 said to be short fall in the bank's contribution has been sent to the workman after lapse of more than 3 years of her retirement.

18. It is evident from the material on record that vide letter dtd. 8-1-1996 the workman was informed that her option form for pension had been accepted. It is also evident from the statement of Provident Fund that Bank was not contributing its own contribution in the year 1999-2000. It is also admitted fact by the management that during service period of the workman the bank did not inform that the said letter dated 8-1-1996 had been issued inadvertently. Further letter dtd. 15-3-2002 (C-6) and 22-1-2002 (C-8) also reveal that matter pertaining to pension was under consideration after retirement of the workman. In the above facts and circumstance on the principle of preponderance of the probability it seems more probable that the workman had opted for pension under Bank Employees Pension Regulations 1995.

19. In view of the above discussion that action of the management in not paying pension to the workman Smt. Munni Devi retired Peon is not justified. Resultantly the workman is entitled to get the benefit of pension under pension scheme since the date of her retirement i.e. 31-12-2001. If she refunds the amount of bank's Provident Fund contribution received alongwith retiral benefits i.e. Rs. 32393 within a period of one month from the date of publication of this award. The bank management shall finalize the matter of pension under the pension scheme within 3 months thereafter. In case it is required the workman may do necessary formalities in this regard.

20. Reference under adjudication is answered accordingly.

21. Award as above.

LUCKNOW

6-1-2010.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 20, जनवरी, 2010

का. आ. 464.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. अबन ल्याड

दाइल्स ऑफसोर लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/61/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-2010 को प्राप्त हुआ था।

[सं. एल-30012/67/2004-आई. आर. (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 20th January, 2010

S. O. 464.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/61/2005) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the annexure in Industrial Dispute between the employers in relation to the management of M/s. Aban Lyod Dhiles Offshore Ltd. and their workman, which was received by the Central Government on 20-1-2010.

[No. L-30012/67/2004-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO-2, MUMBAI.

PRESENT

A. A. LAD, Presiding Officer

Reference No. CGIT-2/61 OF 2005

Employers in Relation to the Management of  
M/s. Aban Lyod Dhiles Offshore Ltd.

The Proprietor,  
M/s. Aban Lyod Dhiles Offshore Ltd.,  
8/9, Vikas Centre, S.V. Road, Santacruz (West),  
Mumbai -400 054. ... First Party

V/s.

Their Workmen  
Mr. Kingsley Joseph D'Silva,  
8, Juliet Vila, Lourds Colony,  
Orlem, Malad (W),  
Mumbai -400 064. ... Second Party

APPEARANCE

For the Employer : Ms. Mitra Das, Mr. Lancy  
D'souza and Ms. Darshana  
Sawant, Advocates.  
For the Workmen : Mr. R. S. Upadhyaya,  
Advocate

Date of reserving the Award : 08-10-2009.

Date of passing the Award : 09-12-2009.

**AWARD**

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-30012/67/2004-IR(M) dated 14th March, 2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s, Aban Lyod Dhiles Offshore Ltd., Mumbai, in terminating the services of Shri Kingsley Joseph D'Silva justified? If not to what relief the workman is entitled?”

2. To support the subject matter involved in the reference 2nd Party filed Statement of Claim at Exhibit 7 stating and contending that, he employed originally in Company viz. M/s. Hitech Drilling Services (I) Ltd., Mumbai. It is contended by the concerned workman that, the said company is engaged in drilling in off shore for production of the crude oil. It is further contended by the concerned workman that, the said Company viz. M/s. Hitech Drilling Services (i) Ltd. was merged with M/s. Aban Lloyds Dhiles Offshores Ltd. and accordingly the concerned workman was informed about the said merger and the service conditions of the concerned workman remained unchanged.

3. It is contended by the concerned workman that, he joined the earlier Company viz. M/s. Hitech Drilling Services (I) Ltd. as a “Chief Painter” and in pursuant thereof an employment contract was executed on 10-6-1989 between the said Company, and the concerned workman incorporating the works schedule of the employment, transportation, boarding and lodging, insurance, medical expenses etc. It is contended by the concerned workman that, the said employment contract was continued and therefore the workman is a permanent workman in the employment of the Company. It is further contended by the concerned workman that, one terms of the contractual employment is that, the workman is liable to work on shore or offshore drilling rigs/owned operated by the Company and where and at any location in India including offshore and that, the place of recruitment of the concerned workman for all purposes will be Bombay. It is contended that, the company used to call the workman for reporting to duty for any location at its Branch office at Santacruz (West) and all the correspondence regarding the change of the location and any communication was made form the said Branch office and the workman used to be posted one of several locations of the business and used to be transferred from the Mumbai office and after completion of the work at any location he used to report to Mumbai office.

4. It is contended by the concerned workman that, the original company Hitech assigned the work to the him on Rig Thara from 10th June, 1989 at Mumbai till the Rig

Tahara left for Singapore in January, 1997 and he was in Rig Tahra in Singapore on 26-4-1997. The Rig Tahara left Singapore on 29th April and reached Madras on 4th June, 1997 and from 4th June, 1997 till his transfer from Rig Tahara to Hitdrill-I in July 1998 the concerned workman was in Madras and again on 23rd July, 1998 the Company assigned him work on Hitdrill-I in Mumbai till 8th June, 2000.

5. It is contended by the concerned. workman that, he was merely employed for doing painting work along with other four painters, since he was mixing the paint, and keeping the tools ready for painting work. It is contended that, salary of the concerned workman was higher than the persons working on the post of painter and his designation was ‘Chief Painter’. It is contended that, the company used to revise his salary every year and also granted the increments to him every year. It is further contended by the concerned workman that, after the merger of the earlier Hitech Company with 1st Party, Company refused to give the annual increment to the concerned workman from 1-4-2003 and refused to give him 1st Class railway fare after 1-4-2003 and it also reduced his accommodation charges and other incidental expense without serving any notice to the concerned workman as required under Section 9(A) of the Industrial Disputes Act, 1947. It is contended by the concerned workman that, 1st Party never issued the monthly pay slips to the concerned workman from April, 2003 and even Provident Fund slip to the concerned workman.

6. It is further contended by the concerned workman, that, on 2nd June, the work of the workman at Rig Tahara, PY-3 at Pondicherry was over and therefore the workman was entitled to 28 days paid leave from 2nd June, 2003 but the Personnel Manager Shri Pankaj Kumar called the workman to his office and orally communicated to him that, he need not report for duty from 1-7 -2003 after completing the leave of 28 days from 2-6-2003 and gave him the Provident Fund form for signature without filling it up for his signature which the concerned workman refused to sign. It is contended by the concerned workman that, Mr. Rodrigues who was reliever to the concerned workman is also out of employment. It is contended by the concerned workman that, the Company wanted the concerned workman to resign from the employment of the company which he refused to so and therefore the services of the concerned workman were orally terminated from 1-7 -2003.

7. It is contended that, during the period when the concerned workman was on leave and the Personal Manager orally instructed him not to attend the duty from 1-7 -2003, the concerned workman sent a demand letter on 21-6-2003 and requested the Management to allow him to join duty from 1-7-2003. It is contended by the concerned workman that, the Company neither replied the letter nor complied the demand and it never allowed the workman to join the duty from 1-7-2003. It is further contended by the concerned

workman that, the oral termination inflicted by the Company for the reason that, the company do not want to continue the workman to work with the service condition and pay scale which the workman used to get it, orally refused the concerned workman to take back on work from 1-7-2003 and Company never paid him retrenchment compensation as required under the provisions of Industrial Disputes Act, 1947. It is contended that, no charge sheet is issued to him for any misconduct and no domestic inquiry is held in compliance with the principles of natural justice. It is, therefore, contended by the concerned workman that, the said oral termination of his service w.e.f. 1-7-2003 is improper, unjustified and illegal besides in breach of the principles of natural justice and it is ab initio and unlawful and request to set aside.

8. It is contended by the concerned workman that, since the Company neither replied to his demand letter dated 21-6-2003 nor allowed him to join the duty the concerned workman raised the demand before the Regional Central Labour Commissioner, Mumbai, on 28-7-2003 requesting for his reinstatement with benefit of back wages and continuity of service.

9. It is contended by the concerned workman that, the Company never called the workman to work after he proceeded on leave from 3-6-2003 and Mr. Pankaj Kumar the personnel manager had already communicated to the concerned workman in the office at Madras on 2nd June, 2003 that, there is no need of the workman to report on duty from 1-7-2003 and by that he was terminated w.e.f. 1-7-2003 by the 1st Party without paying to the concerned workman his legal dues and salary for the month of June, 2003, bonus for the year 2001-2002 and 2002-03. It is contended that, it has even evaded to give him the service award for completion of 10 years which is a gold pendant. It is contended that, the Assistant Central Labour Commissioner (Conciliation) held three meetings and ultimately sent failure report by which the matter is referred to this Tribunal for adjudication. It is contended by the concerned workman that, from the date of his said oral termination he could not secure any employment anywhere due to the stigma caused from the oral termination. It is, therefore, submitted by the concerned workman that, the action of the Management be declared unilateral, arbitrary and request to declare oral termination from 1-7-2003 illegal with request to set it aside with directions to 1st Party to reinstate him with benefits of full back wages and consequential reliefs like continuity of service from 1-7-2003.

10. This is disputed by the 1st Party by filing Written Statement at Exhibit 9 stating and contending that, the reference is not maintainable and ought to be rejected in limine.

11. It is contended by the 1st Party that, it has never discharged dismissed or terminated the services of the 2nd

Party and therefore could not form the subject matter of the reference and could not justifiably in law be treated as an Industrial Dispute within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 and cannot be the subject matter of the Industrial Disputes Act within the meaning of Section 2(k) of the Act. It is contended that, the terms of the reference are vague in as much as there is no date in respect of the alleged termination of services in the terms of reference which have been referred to the Hon'ble Tribunal for adjudication. It is contended that, on all these counts reference is vague and suffer from lack of material.

12. It is contended by the 1st Party that, the Second Party has abandoned his services and that, there is no termination of services of the concerned workman by the 1st Party at any point of time. It is contended by the 1st Party that, the order of reference dated 14-3-2005/14-2-2005 presupposes that, the Company has effected termination of services of the 2nd Party which is untenable, unsustainable and consequently rendered the order of reference made to this Tribunal since it is bad in law.

13. It is further contended by the 1st Party that, the concerned workman that he is not 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 in as much as he carried out the functions which was supervisory in nature and he was supervising the work of 3 other employees who are directly working under him. It is, therefore, submitted by the 1st Party that, the issue of maintainability of the reference be treated as a preliminary issue and be taken in that spirit.

14. It is contended by the 1st party that, it is a Company incorporated under the provisions of the Companies Act, 1956 and engaged inter alia in the business of off-shore and on-shore drilling, wind energy and power generation. It is contended by the 1st Party that, consequent to the sanction of the scheme of amalgamation it amalgamated with M/s. Hitech Drilling Services India Ltd. from April, 2002. It is contended by the 1st Party that, from the records it appears that, the Second Party joined the services of the erstwhile M/s. Hitech Drilling Services Ltd. as Chief Painter pursuant to an employment contract executed on 10-6-1989 between him and the said Company. It is further contended by the 1st Party that, after the amalgamation only the designation and salary of the earlier employees of M/s. Hitech Drilling Services India Ltd. were restructured with that of the existing employees of the company and the net receipt of salary by the Second Party was more than what he received from the erstwhile employer and for the year 2002-2003 his salary was revised from Rs.19,522 to Rs.20,498.

15. It is contended by the 1st party that, the 2nd party had been working from April, 2002 till June, 2003 on the 'Rig Tahara' which was off the coast line close to Pondicherry in a role of supervision over other painters. It is contended that, as per the contract of employment of the

Second Party he was required to work for 28 days known as an period and then can enjoy leave of 28 days known as the off period and according to the 2nd Party he had worked till 2-6-2003 and was to resume by 1-7-2003, however instead of resuming for work on 1-7-2003 he raised alleged dispute before the Assistant Labour Commissioner (Central)-I, Mumbai, on 1-7-2003 inter alia falsely alleging therein that his services had been terminated by the 1st Party. It is contended by the 1st Party that, on receiving notice from the office of the Assistant Labour Commissioner (Central)-I, Mumbai, it inter alia pointed out that, the Company had never terminated the services of the Second Party and in any event his last place of work before he chose not to report for work was at Pondicherry and it was the Chennai office of the company which had administrative control over Rig Tahara at Pondicherry and service record and PF etc. of the concerned workman are administered from Chennai office. It is contended by the 1st Party that, vide order dated 14-11-2003 the office of the Assistant Labour Commissioner (Central)-I, Mumbai passed an order that the alleged Industrial Dispute could not be entertained by it as the alleged cause of action has not arisen within its territorial jurisdiction and aggrieved the said order 2nd Party filed Writ Petition No-293 of 2004 before the Hon'ble Bombay High Court where the Hon'ble Bombay High Court by its order dated 14th June, 2004 set aside the said order passed by the Assistant Labour Commissioner (Central)-I, Mumbai. It is contended by the 1st Party that, thereafter the matter was taken up for conciliation and the 1st Party filed its reply dated 12-08-2004 inter alia stating that the 2nd Party was not a workman within the meaning of Section 2(s), that it was not an Industrial Dispute within the meaning of Section 2(k) and also denied that, the 1st Party had orally terminated his services. It is contended by the 1st Party that, since the 2nd Party had last worked on 2-6-2003, therefore, the question of 1st Party's orally terminating his services w.e.f. 1-7-2003 does not arise in the facts and circumstances of the case. It is contended by the 1st Party that, it was voluntary abandonment of services by the 2nd Party and has with mala fide intention chosen to level baseless allegations against the 1st Party in as much as he was aware that, if he was to give a letter of resignation without notice he would be required to compensate 1st Party. It is contended by the 1st Party that, the intention of the 2nd Party was also crystal clear of not being interested in the Company anymore for the Company in as much as during the conciliation proceeding in August, 2004 1st Party had made an offer that, he could resume work on Rig Tahara since the 1st Party had never terminated his services, however, the 2nd Party chose not to accept the said offer of the 1st Party.

16. It is contended by the 1st Party that, it is true that, the employment of the 2nd Party was pursuant to a contract dated 10-6-1989 but the 2nd Party has suppressed the material fact that vide letter dated 26th July, 1993 1st Party

extended the said contract of employment of the 2nd Party which was to expire on 31-12-1993, hence it is contended that, the 2nd Party is not the workman of the 1st Party and the question of his being a permanent workman does not arise. It is contended by the 1st Party that, it is admitted position that, in the contractual employment dated 10-6-89 it is mentioned that, the place of recruitment of the 2nd Party will be Bombay but when the 2nd Party abandoned his services he had no nexus or connection with the 1st Party's office at Mumbai from June, 2000 when he came to be posted on Rig Tahara. It is contended by the 1st Party that, the 2nd Party has failed to make any material averments and contention in respect of letter dated 26-7-1993 and Company denies that, it used to call the 2nd Party for reporting to duty for any location at its branch office at Santacruz (W), Mumbai, and denies the change of location. It is denied that, 2nd Party's termination was effected by Mr. Pankaj Kumar of the Chennai office as falsely contended by him. It is contended by the 1st Party that, the 2nd Party was transferred to 'Tahara' because his performance was much below average and the Company in the interest of the 1st Party transferred him and accordingly 2nd Party accepted the transfer letter and reported to Chennai office.

17. It is contended by the 1st Party that, the concerned workman continued to work with the 1st Party from April, 2002 but has belatedly levelled false allegations against the 1st Party.

18. It is contended by the 1st Party that, the 2nd Party has no intention of working for the 1st Party in as much as he interested in refusing to join work even when an offer was made during the conciliation proceedings in August/September, 2004. It is contended that, there is no oral termination of the services of the 2nd Party as alleged and there is no question of the 1st Party not to want to continue the 2nd Party with the same service condition and pay scale. It is contended by the 1st Party that, since it did not refuse to employ the Second Party w.e.f. 1-7-2003 the question of paying retrenchment compensation under the provisions of the Industrial Disputes Act, 1947 does not arise and since the 1st Party has never alleged any misconduct against the 2nd Party the question of issuing a chargesheet or holding an enquiry does not arise at all. It is contended that, since the 2nd Party is not a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 and since there was no oral termination of services of the 2nd Party, the question of it being question of termination being improper, illegal, unjustified and unlawful does not arise. It is contended that, as such the question of setting aside a termination order which never existed does not arise. It is contended by the 1st Party that, 1st Party is not aware whether the 2nd Party has attempted to secure employment elsewhere and neither it is aware that, he is unemployed. It is contended by the 1st Party that, the 2nd Party has voluntarily abandoned his

services and chose to remain away from work w.e.f. 1-7-2003 and as such the question of granting reinstatement with full back wages does not arise. It is contended that, it never used any pressure tactics on the second party to resign from services and as such prayer to direct 1st Party require to reject.

19. Second Party filed rejoinder at Exhibit 10 narrating the same story as made out in the Claims Statement and denied the contentions made by the 1st Party parwise in the written statement.

20. In view of the above pleadings issues were framed at Exhibit 12 which I answer as under :

ISSUES	FINDING
1. Whether Reference is maintainable?	Yes
2. Whether 2nd Party is a workman?	Yes
3. Whether second party was terminated by first party or he abandoned the work?	Terminated
4. If yes, what relief second party is entitled to get?	He is entitled for reinstatement with benefits of back wages and continuity of service.
5. What order?	As per orders passed below.

#### REASONS:

##### ISSUE NO. 1:

21. 1st Party contends that, Reference is not maintainable since the 2nd Party abandoned the job and was not terminated by it. According to 1st Party the services of the 2nd Party was not terminated and since he abandoned the job question of termination does not come and it cannot be within the purview of Section 2(s) of the Industrial Disputes Act, 1947. However, stand taken by the 2nd Party is that, he did not abandoned the job but he was terminated take us to consider which is the real fact.

22. Stand taken by 2nd Party is that, he did not abandoned the job and was terminated. When both are saying in that fashion then it can be dispute and definitely it comes within purview of Section 2(s) of the Industrial Disputes Act, 1947 and as it is a dispute as defined under Section 2(s) of the Industrial Disputes Act, 1947. When dispute is raised, pertaining to the "workman" then we have to decide whether the concerned workman abandoned the job or whether he was terminated? So definitely that is the dispute and as such there is no force in the say of the 1st Party that, the said question cannot fall under Section

2(s) of the Industrial Disputes Act, 1947. So I observe that, it is a "dispute" under Section 2(s) of the Industrial Disputes Act, 1947 and require adjudication to adjudicate whether it was abandonment of job or whether he was terminated. So I observe that, Reference is maintainable.

##### ISSUE NO. 2:

23. It is further contended by 1st party that, 2nd Party is not 'workman' and so dispute cannot sustain. Whereas 2nd Party claims that, he is "workman". He contends that, nobody is working under him and no evidence is led precisely evidence by the 1st Party. In the cross of the 2nd Party, we find, he states that, 5 persons were working with him. Besides that, his case is that, he is getting more salary than other Painters. More emphasis is given by 1st Party that, he drawing more salary than other painters and he was designated as a Chief Painter so he does not fall within the definition of "workman".

24. To decide whether he is "workman" or not number tests are there to decide whether he is 'workman' or not. We have to see whether he has power to write Confidential Reports of the workers working under him. Even one has to see whether anybody is working under him. One has to see whether he is giving orders to others. One has to see whether he writes Confidential Reports and recommend leave. One has to see whether he writes about the workers working under him and is assigned any powers. Even one has to see whether he take part in taking decisions of the Company's policy and whether his opinion is binding on the Company ?

25. In that respect we find that, the evidence led does not give any clue to say that, the concerned workman was having that much powers which qualify him to come within the cadre of "managerial staff" and not as a 'workman'. He simply states that, 5 persons were working with him and he is getting more salary than other painters. We know salary is given on the basis of skill work, experience and qualifications. I think sole criteria of getting more salary does not qualify concerned workman to hold that, he is not the "workman". In that respect burden is on the 1st Party to show that, he is not the 'workman'. From the evidence brought on record we find duty list is not produced and it does not permit 1st Party to say that, he is not a 'workman'. Besides much capital is made by 1st party that, he was mixing colour and asking others to utilize it. Admittedly mixing colour is manual and experienced work. Besides it is not the case of the 1st party that, 5 workers who are working are working under him. On the contrary suggestion put to 2nd Party that 5 workers were working with him. When 5 workers were working with him it does not mean that, 2nd Party has upper hand over those 5 workers. It may be that, he might be getting more salary as stated by 1st Party and admitted by 2nd Party still, as stated above, getting more salary may be a result of experience or skilled work. Besides case made out by 1st Party to take-



away 2nd Party beyond the definition of 'workman' one has to see that, though it is skilled work it is the work done manually by the workman. We know that, number of works are called skilled work looking to its nature like tailoring, cutting hair and even designing and decorating. All are skilled works. Though it is skilled work it does not mean that, workers who are doing that work are of managerial staff and not 'workmen'. Though that is skilled work one has to attend it personally do it manually and on the contrary said skilled work require attendance of the concerned workman. So "skilled work" or "more salary" does not disqualify concerned workman to claim that, he is the 'workman'. Besides as stated above he was not having any power to write confidential reports of any employees. He was not having power to recommend leave or promotion. It is not that, his decision is binding on the 1st Party. Only because he was "skilled worker" and designated as 'Chief Painter', it does not disqualify him to claim as 'workman'. Moreover he was never quoted by 1st Party as a "managerial staff". So I conclude that, 2nd Party is a 'workman'.

### ISSUE No. 3 :

26. 1st Party claims that, 2nd Party has abandoned the job, whereas 2nd Party claims that he was terminated. On that point if we peruse the evidence led by both, we find, evidence of 2nd Party in the form of an affidavit filed in lieu of his examination-in-chief at Exhibit 14, where he states that, he was working on Rig Tahara initially after joining duty on 10-6-1989 till 1997. He states that, thereafter he went to Singapore in Rig Tahara from where he returned on 4-6-1997 at Madras. He states that "from 5-6-1997 he was assigned to work top Hitdrill and continued to work at Madras and thereafter in Mumbai till 8-6-2000. He states that, his main job was to mix the paint with the help of other workmen. He states that, he used to get provisional increment every year. He states that, he was getting 1st Class Railway fare for traveling but Company did not provide it. He states that, Mr. Pankaj Kumar, before proceeding on leave from 2-6-2003, called him in his office and told him that, his services are not required and he is not required to report on duty on expiry of his leave on 1-7-2003. He states that, said Mr. Pankaj Kumar handed over to him PF forms for his signature. He states that, he enquired from him that, the details were not filled in the P.F. on which no reply was given by him. He states that, one Mr. Rodrigues was asked to resign like that. He states that, he apprehended that, instructions orally given to him by Mr. Pankaj Kumar for "not joining" the duty from 1-7-2003 amounts to termination of his employment. He states that, therefore, he sent request letter on 21-6-2003 requesting to allow him to report on duty. He states that, his letter was received by 1st party, however, it was not considered. He states that, there is no communication from 1st Party on that letter. He states that, as a result of that, he came to know that, he was terminated by 1st party. He states that, 4 others were also terminated like him. So he raised dispute

of reinstatement with benefit of back wages by approaching Labour Commissioner (Central). In the cross he states that, there is no communication till 21-6-2003 when he wrote letter to Branch office to join. He denies that, he abandoned job. He states that, forcible resignation was taken from one Rodrigues. He states that, Company offered him to sit as long as it wanted, without pay. He states that, he was also asked to work for the days for which he would be paid. He states that, he did not approach Mr. Basu and states that, he cannot approach Boss like that. Against that, 1st Party led evidence by filing affidavit of one Mr. Vinod Pillai, at Exhibit 24, in lieu of his examination-in-chief, to claim that, 2nd Party was working in supervisory capacity and that he also states about abandonment of job by 2nd Party. In the cross he states that, 1st Party has not informed about change of office at Chennai after amalgamation of Hitech Drilling Services with 1st Party. He admits that, after appointment letter dated 10-6-1989 onwards 1st Party Company has not mentioned designation of 2nd Party as 'Supervisor'. He states that, he does not know whether facility of Helicopter for taking off 2nd Party from Chennai to Rig was arranged. He states that, he is not aware whether Pankaj Kumar asked 2nd Party not to report on duty. He states that, after 10-6-1989 letter was sent to 2nd Party informing him that, he was designated as "Painter" and promoted to Grade "C" from Grade "G" by letter dated 1-4-2002. He states that, 2nd Party worked till 2-6-2003 on Rig at Chennai. He states that, thereafter 28 days compensatory leave was given to the concerned workman. He admits that, no letter was given to 2nd Party questioning him as to why he is not reporting on duty from 1-7-2003. Even he admits that, no letter was sent by 1st party to enquire whether he is ready to work or not. He states that, they never sent any letter to the 2nd Party, the concerned workman, to report on duty. On that 1st Party closed the evidence by filing closing purshis at Exhibit 26.

27. Here it is to be noted, that, when 1st Party makes out the case that, 2nd Party abandoned the job and in 'support of it, it places reliance on the communication produced at Exhibit A of Exhibit 9. If we go through the said communication which is undated, with Exhibit 9, we find more specific wording is that, it did not ask 2nd Party to report on duty. Here words used in the letter Exhibit A annexed with Exhibit 9 is that "We hope that, you shall continue to put in your best efforts in the interest of the Company." From this wording it cannot be said that, he was invited to report on duty. Said letter does not speak that, he was asked to report on duty. Besides it is undated. Moreover it is not proved that, it was served on 2nd Party. Here it is to be noted that, 2nd Party claims that, there is dispute before Conciliation Officer. In the cross 1st Party's witness admits that, no offer was given to the 2nd Party inviting him to report on duty after conciliation proceedings were initiated. If at all, said is the offer, given and if it is proved by 1st Party that, said offer was given by 1st Party

asking 2nd Party to report on duty, and on that 2nd Party if did not report on duty, then it can be said that he abandoned the services. But here no offer is proved given by 1st Party asking 2nd Party to report on duty. On the contrary approach and various stands taken by 1st Party reveals that, 2nd Party was not permitted to report on duty. It is to be noted that, he was working at off shore where one is required to reach by Helicopter. 1st Party admits that, no Helicopter was provided to the 2nd Party by which he can reach on work of off shore Rig. When he was working at off shore Rig and doing work of painting and when his work place was at off shore where reaching by helicopter is require and when it is not provided, this attitude, approach and decision of the 1st Party lead us to conclude that, he was terminated and it does not show that, he abandoned the job. On the contrary his act of approaching Labour Commissioner (Central) itself shows that, he was not permitted to report on duty and no effort was given nor he was asked to report on duty by making specific case or writing any specific communication. When that is the position and when helicopter was not provided to 2nd Party to reach at work place of Rig which is off shore, it itself shows that, 1st Party has terminated his services.

28. As far as procedure of termination is concerned, admittedly nothing is followed by 1st Party. No notice given. No retrenchment compensation offered or paid. Nothing was followed as required under Section 25F of the Industrial Disputes Act, 1947 and when he was not facilitated with the services of helicopter which is the only way by which he can reach at work place on Rig i.e., his working place itself shows that, 1st Party was not at all interested in taking 2nd Party in its employment.

29. Besides, 2nd Party also referred to number of citations on the point of abandonment of employment which leads us to conclude that there was termination. He refers to citation published in 2005 1, LLJ (Delhi High Court) page 351 in the case of Arun Industries and Presiding Officer, Labour Court, Delhi, citation published in 2001 II CLR page 165 of our Hon'ble Court in the case of Bombay Housing & Area Development Board vs Vijay Vilas Rane (Smt.) & Anr., citation published in 2004 II CLR page 318 of our Hon'ble High Court in the case of Noble Paints Pvt. Ltd. vs Ashok Tukaram Shinde, citation published in 2005 II CLR page 952 of our Hon'ble High Court in the case of Bhimrao R Abhang vs Kohinoor Engineering Company, citation published in 2005 II CLR page 403 of Gujarat High Court in the case of State of Gujarat and Anr. vs Jitendra M. Raval & Anr, citation published in 2007 I CLR page 244 of our Hon'ble High Court, in the case of Chandrakant Rama Kale vs The Dy. Engineer, Zilla Parishad, Sawantwadi & Ors; citation published 2004 II LLJ page 316 (Patna High Court) in the case of Management of Kairi Hitkari Panchit Hat Samittee vs State of Bihar and Ors.

30. 1st Party also referred to the number of citations making out the case that, it was not the termination, including citation published in 2005 II CLR page 72 in the

case of Union Bank of India vs Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Kanpur and Ors., citation published in 2001 I CLR page 338 (SC) the case of Madal Pal Singh vs State of U.P. and Ors. holding that, since no date of termination is mention it cannot be called termination. But here the story made out by 2nd Party and case made out by 1st party is quite different. Here looking to the place of work of 2nd Party when he was working at Rig of off shore where services of Helicopter are required to reach at the work place when are not provided, it is sort of termination. This attitude and approach of the 1st party in not providing said facility lead us to conclude that it was a termination since 1st Party does not want 2nd Party to report on duty at work place. It is not the case of the 1st Party that, it provided the services of helicopter to the 2nd Party and it informed 2nd Party and still 2nd Party did not remain present to utilize that service to reach at work place the one can understand. While deciding said situation whether it is an abandonment of job or whether it is termination one has to see whether said act is done intentionally? Whether he was forced to abandon the job or whether he was simply terminated? Here looking to the position of the concerned workman and his work place which is at Rig off shore, where conveyance of Helicopter service is required, and without that, employee like this cannot reach at work place which is at Rig off shore. It is not case of the 1st Party it provided Helicopter services and invited 2nd Party to join and still he did not report, therefore, it lead one to conclude that he abandoned the job. Said "intention" is very material. By writing application, which is not disputed by 1st Party, 2nd Party expressed his desire that, he want to work with 1st Party. On that point neither any decision was taken by 1st Party nor it informed to the 2nd Party about its intention whether it want to continue him and whether it did not want to continue him. At one end 1st Party remained silent at his side. Besides decision taken by 2nd Party in approaching the Labour Commissioner (Central) If we consider as said step was taken by the concerned workman in informing 1st Party about his intention to work with it and approach Labour Commissioner (Central) itself reveals that, he did not intentionally abandoned the job as expected to treat it as abandonment of job as contended by 1st Party.

31. So considering all this coupled with the case made out by both I conclude that, it is termination and not abandonment of job. So I answer this issue to that effect. Number of other citations are referred by 2nd party on which we need not commented as ratio laid down in those cases is on different footing or facts and the cases. Here we have different case than the case involved in other case-laws referred by the 2nd Party's Advocate.

32. If we consider all this coupled with the case made out by both I conclude that, it is the termination and not abandonment of job as claimed by 1st Party. So I answer this issue to that effect and hold that it is the termination.

33. Besides only sitting idle at one end from 2nd Party's side it is not sufficient to disqualify 2nd Party to claim back wages. Even if 1st Party treat it as abandonment of job it require to send notice calling upon concerned workman to report on duty as observed by Gujarat High Court while deciding case of State of Gujarat & anr. vs Jitendra M. Raval and anr. published in 2005 II CLR page (406) and has to hold enquiry and then conclude whether it is an abandonment of job or otherwise. Even Patna High Court while deciding case of Management of Kairi Hitkari Panchit Hat Samittee vs State of Bihar and others published in 2004 II LLJ page 316 observed that, if misconduct of this type is alleged in that case employer must give opportunity as to why it happened like that and why 2nd Party has abandoned the services. Here no such steps are taken by 1st Party. So all this lead me to conclude that, it is not abandonment of job but termination.

#### ISSUE NO. 4:

34. When it is termination which is not followed by due process of law, admittedly employee of this type is entitled for reinstatement with benefit of back wages and continuity of service. Here Ld. Advocate for the 1st party referred to the number of citations on the point of back wages including citation published in 2001 I CLR page 948 in the case of Competition Printing Press vs Shiyut Jaiprakash Singh and anr. of our Hon'ble High Court, citation published in 2000 I CLR page 901 in the case of Narendra Singh Solanki vs Raw and Finishing Production & anr. of Rajasthan High Court, citation published in 2002 III CLR page 488 of our Hon'ble High Court in the case of Sonal Garments vs Trimbak Shankar Karve and citation published in 2005 III CLR page 479 of our Hon'ble High Court in the case of Lachhram Chudiwala vs Begaram Saini & anr., which are on different facts of their respective cases. Here admittedly 2nd Party is not in the employment of the 1st Party right from 1st July, 2003. 2nd Party on oath states that, he is not in the gainful employment. Even it is not case of the 1st Party that, he is in the gainful employment which require to consider while granting relief of back wages. The case of the 1st party is that, 2nd Party with malafide intention chosen to remain away from the job by leveling baseless allegations against the 1st party. Sitted idle which does not permit him to claim back wages. According to 1st Party said attitude can easily conclude that, he is not interested in the employment of the 1st party and as such when he abandoned the job he is not entitled for any monetary benefits. Besides it is the case of the 1st Party that, intention of the 2nd party was that, to stay away from the 1st Party as far as possible. Even he did not give response to the opportunity given to the 2nd Party and join Rig Tahara. According to 1st Party, 2nd Party purposely did not try to get job. Even in the cross when question was put to that effect to the 2nd Party that, he did not try for job after 1-6-2003, by that question it reveals that, 1st Party admitted that, 2nd Party is not in the gainful employment.

When case of the 1st party is that, 2nd Party did not try for job, question arises whether said position disqualify 2nd Party to claim back wages?

35. We have to consider the reason why 2nd Party as to remain away from the job. As stated above it is attitude, approach and circumstances created by 1st Party which unable to report him on duty. All this reveals that, it is act of the 1st party which precluded 2nd Party to report on duty. When act of the 1st Party is responsible for all that, question arises why he should be deprived and blamed for not searching another employment? When all this reveals that, he was right and has not committed any mistake he can presume that, he is in the employment of the 1st party. When he presumes that, he is in the employment of the 1st party and when said presumption is not discarded or disproved by 1st Party, I am of the opinion that, 2nd Party is entitled for back wages.

36. So considering all this coupled with the case made out by both I conclude that, 2nd Party is entitled for reinstatement with benefits of back wages from 1-7-2003 and other monetary benefits attached to that post. Hence, the order :

#### ORDER

- a. Reference is allowed;
- b. 1st Party is directed to reinstate 2nd Party concerned workman Shri Kingsley Joseph D'Silva w.e f. 1-7-2003 with benefits of back wages and continuity of service along with other incidental benefits attached to the said post;
- c. No order as to its costs.

A. A. LAD, Presiding Officer

Bombay,

9th December, 2009.

नई दिल्ली, 20 जनवरी, 2010

का. आ. 465.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मोरमुगावो पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, सं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/86/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-2010 को प्राप्त हुआ था।

[ सं. एल-36012/2/2000-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 20th January, 2010

S. O. 465.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/

86/2000) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the annexure in Industrial Dispute between the employers in relation to the management of Mormugao Port Trust and their workmen, which was received by the Central Government on 20-1-2010.

[No. L-36012/2/2000-IR (M)]

KAMAL BAKHRU, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

PRESENT : A. A. Lād, Presiding Officer

Reference No. CGIT-2/86 of 2000

Employers in Relation to the Management of  
Mormugao Port Trust

The Chairman,  
Mormugao Port Trust,  
Headland Sada,  
Goa- 403 804.

And

Their workmen

Mr. A. A. A. Ranjel,  
C/o. Traffic Manager,  
Mormugao Port Trust,  
Entry Pass Office,  
Traffic Department,  
Mormugao Harbour,  
Goa 403 804.

#### APPEARANCES

For the Employer : Mr. M. B. Anchan,  
Advocate.

For the Workmen : In person.

Mumbai, Dated 8th December, 2009

#### AWARD PART-II

The Government of India, Ministry of Labour by its Order No.L-36012/2/2000-IIR (M) dtd.11-8-2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Mormugao Port Trust, Goa (a) in denying full wages, increment and bonus to Sh A. A. A. Ranjel, Clerk, EDP No.129537 of Traffic Department during the period of his suspension from 27-11-1989 to 26-7-1991 is legal and justified? (b) in denying balance subsistence allowance as per the revised scale of Pay, bonus and other benefits to Sh A. A.A. Ranjel,

Clerk, EDP no.129537 of Traffic Deptt. during the period of his suspension from 9-5-1992 to 28-8-1997 is legal and justified? If not, to what relief the workman is entitled for?”

2. Claim statement is filed by concerned workman at Ex-21 which is replied by first party by filing written statement Ex-26.

3. Issues were framed at Ex-27 and preliminary issues on fairness of enquiry and perversity of finding was decide by passing order dated 2-7-2009 and matter was posted for evidence on the point of quantum of punishment.

4. Meanwhile vide Ex-51, both parties decided to settle the dispute.

5. In view of Ex-51, following order is passed. Reference is disposed of Order in view of Ex-51 with no order as to cost.

A. A. LAD, Presiding Officer

Date: 8-12-2009

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

Reference No. CGIT-2/86 OF 2000

Mormugao Port Trust, Goa

Vs.

MR. A. A. A. RANJEL.

Terms of Settlement

May it Please Your :

1. The Management of Mormugao Port Trust, Goa, submits that this Hon'ble by Award Part I has held that the departmental inquiry held against the workman is against the principles of natural justice and the findings of the Inquiry Officer are perverse.

2. The Management is accepting the decision of this Hon'ble Tribunal. The Management is settling the issue by paying Mr. Ranjel whatever the difference of subsistence allowance worked out on the basis of his salary he was drawing during the relevant period, without any interest, if any, on it.

3. The workman Mr. A. A. A. Ranjel has no objection to settle the issue as stated hereinabove.

4. It is prayed that the above reference may be disposed of accordingly.

Mumbai,

Dated 8-12-2009

(M. B. ANCHAN)	(A. A. A. RANJEL)	(J B. DHAWALE)
Advocate for the	Workman	Dy. Secretary (IR)
Management		Mormugao Port Trust

नई दिल्ली, 20 जनवरी, 2010

का. आ. 466.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एयरपोर्ट ऑथोरिटी ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/26/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-2010 को प्राप्त हुआ था।

[सं. एल-11012/30/99-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 20th January, 2010

S. O. 466.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/26/2000) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 20-1-2010.

[No. L-11012/30/99-IR (M)]

KAMAL BAKHRU, Desk Officer

#### ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,  
CGIT-CUB-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/26/2000      Dated : 9-12-2009

Shri Mukesh Vithalrao Madane  
C/o Nagpur Gumasta Mandal, Resham  
Oil, Itwari, Nagpur and 13 others

... Petitioner/  
Party No. 1

V/s.

The Airport Director,  
Airport Authority of India  
Nagpur Airport, Civil Aerodrome,  
Nagpur.

... Respondent No. 1

The Executive Director,  
National Airport Authority of India,  
Airports Division, Western Region,  
Mumbai Airport, Mumbai

... Respondent No. 2

Shri K. R. Balkrishna,  
Govt. Contractor, Panchwati  
Nagar, Binakhi Layout, Nagpur

... Respondent No. 3

#### AWARD

(Dated : 9th December, 2009)

1. The Central Government after satisfying the existence of dispute between Shri Mukesh Vithalrao

Madane and 13 others (Party No.1) and the Airport Director, Airport Authority of India, Nagpur Airport, Civil Aerodrome, Nagpur and 2 others (Party No.2) referred the same for adjudication to this Tribunal *vide* its letter No.L-11012/30/99-IR(M) dated 15-02-2000 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of Airport Authority of India, Nagpur, in getting the work of cleaning, sweeping at Civil Aerodrome of A.A.I. executed through contract labourers as well as terminating the services of Shri Mukesh Vithalrao Madane and 13 others (as per list attached) is legal and justified? If not, to what relief the said workmen are entitled and from what date?"

3. The petitioners Shri Mukesh Vithalrao Madane and 13 others approached to this Court with a prayer to declare the oral termination dated 17-11-1998 of the petitioners is illegal and void. They prayed for direction to reinstate them and absorb on the establishment of non-applicant being a principal employer. It is there case that they were working with the respondent No.1 Airport Director, and non-applicant No.3 respondent Shri K. R. Balkrishna so called contractor of respondent No.1. Their working hours were from 6.00 am to 2.00 pm with half hour interval for rest. They are the workmen within the meaning of Section 2(S) of the Industrial Dispute Act. The employer establishment is an industry and they were performing the duties of cleaning, sweeping with the incidental and necessary for the work in respect of premises Respondent has the perennial work employing them as a full time worker but the non-applicant with a view to deprive the labours from their right to regularization is continuing them to engage through contractor. The respondents were issuing Identity Card. The workmen for 7 days only they used to renew it from time to time on the back side of the said Identity Card. They were not issuing any attendance-cum-wage card to the workmen. Therefore they have demanded attendance-cum-wage card. However, respondent instead of issuing attendance-cum-wage card, the management terminated orally from their services on 17-11-1998. It is contended that the termination is an illegal. They have made representation and request but the respondents are not allowing them to join the work. They have issued the notice through their Legal Advisor on 30-11-1998 and as the management is not complying the notice, they approached to the ALC.

4. It is their contention that principal employer of the workmen i.e. respondent No.1 is under obligation to provide safety health and other amenities to ensure health and safe working conditions. Thus, there was direct connection between the principal employer and the workmen. Since there was an abolition of contract labour system, the workmen become the employee of the principle employer. It relates back to the date of engagement as a

contract labour. Therefore, the respondent No.1 is bound to absorb them because they were working on contract basis. Thus they are entitled for the declaration that they be treated as employee of Authority w.e.f the date on which they were engaged their duties in the services. Hence, they have prayed to direct the respondent No. 2 to reinstate with the continuity of the service and pay full back wages.

5. The respondent Nos.1 and 2 appeared and submitted their Written Statement resisting the claim of the petitioner. It has denied that the applicant workmen were working with the respondent No. 2. They have denied the payment made by them directly because the respondent Nos.1 and 2 have no concern with them. According to the management, the Airport Authority of India entrusted the contract for maintaining the cleanliness of the entire area inside the Airport building to various contractors. The said contract was awarded to M/s Paul Constructions for maintaining the cleanliness of the entire premises of the Airport. Only for the entry in the premises, the Airport Authority was issuing permit whenever the workmen required. The petitioner might have worked with that contractor. The authority has denied the relationship as a employee and the employer between the petitioner and the respondent Nos.1 and 2. They have denied identity cards were given to the petitioner. The management never paid any wages to the petitioners' and that the Authority is the principal employer of the petitioner. They have also denied that they have terminated the services of the petitioner and have any connection with them. They used to issue contract by calling tenders for cleaning the Airport building to the various contractors since July, 1996. They have record of entrusting work of maintaining cleanliness of the entire area and they have paid lump sum amount to contract. The contractor used to engage as per his requirement of 10 to 15 workers to get the job done. The respondent Nos.1 and 2 had no concern with them and it has finally prayed to reject the claim of the petitioners by passing negative award.

6. Heard the counsel for the parties' perused evidence and the other documents. In fact, the petitioner has not filed, any documents and the management has filed the documents showing that the work of cleaning was being done through the contractor. Undisputedly, even as per the petitioners, the work was done through the contract or the petitioner in their statement of claim has used the word through so called contractor I failed to understand what does it mean. Whether the petitioners want to say that the management is engaging them under the fake name of contractor though the management directly getting work done from them or whether the petitioners want to say that they were engaged by the contractor and as they worked with the Airport Authority. It is their owner and they are entitled for the regularization as main owner. While

according to the management, they had never done work of the authority. They were never engaged by the respondents and Airport Authority cannot be the principle owner. The contracts were given for maintaining the cleanliness of the entire area inside the Airport building after construction of new Airport Building. The workmen have never worked directly or indirectly by the respondents Airport Authority. Therefore, according to them the relationship between them as a master and employee does not exist. Therefore, they are not entitled for any relief and the Authority is not liable for providing services as prayed. The petitioner examined one witness while the management has not produced any evidence. The Contractor Mr. K. R. Balkrishna, who is approved contractor of the Government though made as a party, has never turned and filed any documents or his Written Statement. However, there is no specific demand against the contractor. The contractor is made as a formal party and nothing is claimed against him. Their main grievances is that the Airport Authority is getting the work done through the contractor instead of directly engaging them and it is continuing to take work on contract basis which amounts to unfair labour practice. However, there is no evidence to prove any of such averments. On the contrary, the documents filed by the management sufficiently shows that the petitioners are the labours of the contractor and they were never engaged by the Airport Authority. At present also the work of cleaning, maintenance of Airport building is done through the contractor and they are also employees of the contractor. Similarly, the work of beautification was done long back by the sponsorer and the sponsorer might have given the contract or might have engaged directly some of the workers. How this authority can be, the master of the worker engaged by the contractor or even by the sponsorer. There is no specific explanation from the petitioner for it. Similarly, the management is entitled to get the work done through the contractor. It is legal and cannot be called as an unfair labour practice. The judgment of the Hon'ble Supreme Court reported in Umadevi's case is clear enough allowing the management to take the work done through the contractor. The documents of the management show that the contractors were entrusted with the work after calling Tenders and passing the Tenders of the lower price. In such circumstances, in my view, the petitioners have no right against the management i.e. Airport Authority. The petitioners are not entitled for regularization, reinstatement or any back wages. Similarly, when they were not regular employee of the Airport Authority, there is no question of paying notice, pay salary or retrenchment compensation. The claim of the petitioners deserves to be dismissed and accordingly I pass this negative Award.

Date : 9-12-2009

A. N. YADAV, Presiding Officer

नई दिल्ली, 20 जनवरी, 2010

**AWARD**

Dated : 9th December, 2009

का. आ. 467.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एयरपोर्ट अथोरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/202/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-10 को प्राप्त हुआ था।

[ सं. एल-11012/4/2000-आई. आर. (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 20th January, 2010

S.O. 467.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/202/2000) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the annexure in industrial dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 20-1-2010.

[No. L-11012/4/2000-IR (M)]

KAMAL BAKHRU, Desk Officer

**ANNEXURE**

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/202/2000

Date: 09.12-2009

Petitioner/ : 1. Smt. Lata W/o Bhimrao Dhanvijay,  
party No.1 Khamla Juni Wasti, in front of house  
of Shri Lohakare, Nagpur

2. Smt. Urmila W/o Arjun Waghale,  
C/o Shri Ganpatrao Charkhande,  
Sonegaon, Khamla, Nagpur

V/s

Respondent No. 1 : The Airport Director,  
Airport Authority of India  
Nagpur Airport, Civil  
Aerodrome, Nagpur.

Respondent No. 2 The Executive Director,  
National Airport Authority of  
India, Airports Division,  
Western Region, Mumbai  
Airport, Mumbai

Respondent No. 3 Shri K.R. Balkrushna,  
Govt. Contractor,  
Panchavatinagar, Binakhi  
Layout, Nagpur.

1. The Central Government after satisfying the existence of dispute between Smt. Lata W/o Bhimrao Dhanvijay and Smt. Urmila W/o Arjun Waghale (Party No.1) and the Airport Director, Airport Authority of India, Nagpur Airport, Civil Aerodrome, Nagpur and 2 others (Party No.2) referred the same for adjudication to this Tribunal vide its letter No. L-11012/4/2000-IR(M) dated 26-5-2000 under clause (d) of sub section (1) and sub section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of Airport Authority of India, Nagpur, in getting the work of cleaning, sweeping at Civil Aerodrome of A.A.I. executed through contract labourers as well as terminating the services of Smt. Lata and Smt. Urmila w.e.f. 6-3-99 and 21-4-99 respectively is legal and justified? If not, to what relief the said workmen are entitled and from which date?"

3. The petitioner Smt. Lata Bhimrao Dhanvijay and Smt. Urmila Arjun Waghale approached to this Court with a prayer to declare the oral termination dt. 6-3-1999 and 21-4-1999 respectively of the petitioners are illegal and void. They prayed for direction to reinstate them and absorb on the establishment of non-applicant being a principal employer. It is their case that they were working with the respondent No. 1 Airport Director, and non-applicant No.3 respondent Shri K.R. Balkrushna so called contractor of respondent No.1. Their working hours were from 6.00 a.m. to 2.00 p.m. with half hour interval for rest. They are the workmen within the meaning of Section 2(S) of the Industrial Disputes Act. The employer establishment is an industry and they were performing the duties of cleaning, sweeping with the incidental and necessary for the work in respect of premises. Respondent has the perennial work employing them as a full time worker but the non-applicant with a view to deprive the labours from their right to regularization is continuing them to engage through contractor. The respondents were issuing Identity Card. The workmen for 7 days only they used to renew it from time to time on the back side of the said Identity Card. They were not issuing any attendance-cum-wage card to the workmen. Therefore they have demanded attendance-cum-wage card. However, respondent instead of issuing attendance-cum-wage card, the management terminated orally from their services on 6-3-1999 and 21-4-1999 respectively. It is contended that the termination is an illegal. They have made representation and request but the respondents are not allowing them to join the work. They have issued the notice through their Legal Advisor on 6-9-1999 and as the management is not complying the notice, they approached to the ALC.

4. It is their contention that principal employer of the workmen i.e. respondent No.1 is under obligation to provide safety, health and other amenities to ensure health and

safe working conditions. Thus, there was direct connection between the principal employer and the workmen. Since there was an abolition of contract labour system, the workmen become the employee of the principal employer. It relates back to the date of engagement as a contract labour. Therefore, the respondent No. 1 is bound to absorb them because they were working on contract basis. Thus they are entitled for the declaration that they be treated as employee of Authority w.e.f. the date on which they were engaged their duties in the services. Hence, they have prayed to direct the respondent No. 2 to reinstate with the continuity of the service and pay full back wages.

5. The respondent No. 1 and 2 appeared and submitted their Written Statement resisting the claim of the petitioner. It has denied that the applicant workmen were working with the respondent No. 2. They have denied the payment made by them directly because the respondent No. 1 and 2 have no concern with them. Initially, the petitioners were given daily permit for the period from 9-9-97 to 15-9-97 and another permit was issued for the period from 1-9-98 to 4-9-98. Both the permits might be in possession of Smt. Lata and Smt. Urmila. According to the management, the Air Port Authority of India entrusted the work of beautification of garden and landscaping to a voluntary organization namely Vidarbhas Economic Development Council on no cost basis and the Vidarbhas Economic Development Council in their turn had entrusted the work to Green Mist. Smt. Urmila and Smt. Lata possibly were engaged by the Green Mist for doing work in the garden. Only for the entry the Authority was issuing permit to Smt. Urmila and others for the period from 22-5-1997 to 21-11-1997 and second permit was from 23-9-1998 to 27-10-1998. There is possibility of revalidating the cards for the further period because the work of beautification of garden was entrusted to Vidarbhas Economic Development Council. The petitioner might have worked with that contractor. The authority has denied the relationship as a employee and the employer between the petitioner and the respondent No. 1 and 2. They have denied identity cards were given to the petitioner. The management never paid any wages to the petitioner and that the Authority is the principal employer of the petitioner. They have also denied that they have terminated the services of the petitioners and have any connection with them. They used to issue contract for cleaning the Airport building to the various contractors since July, 1996. They have record of entrusting work of maintaining cleanliness of the entire area and they have paid to contract or lump sum amount. The contractor used to engage as per the requirement of 10 to 15 workers to get the job done. The respondent No. 1 and 2 had no concern with them and it has finally prayed to reject the claim of the petitioners by passing negative award.

6. Heard the counsel for the parties' perused evidence and the other documents. In fact, the petitioner has not

filed any documents and the management has filed the documents showing that the work of cleaning was being done through the contractor. Undisputedly, even as per the petitioners, the work was done through the contract or the petitioner in their statement of claim has used the word through so called contractor I failed to understand what does it mean. Whether the petitioners want to say that the management is engaging them under the fake name of contractor though the management directly getting work done from them or whether the petitioners want to say that they were engaged by the contractor and as they worked with the Airport Authority. It is their owner and they are entitled for the regularization as main owner. While according to the management, they had never done work of the authority. They were never engaged by the respondents and Airport Authority cannot be the principal owner. The contracts were given for developing the landscaping and beautification after construction of new Airport building. The beautification work of the Airport was done by the sponsor and they might have engaged these ladies. These ladies have never worked directly or indirectly by the respondents Airport Authority. Therefore, according to them the relationship between them as a master and employee does not exist. Therefore, they are not entitled for any relief and the Authority is not liable for providing services as prayed. The petitioner examined one witness while the management has not produced any evidence. The contractor Mr. K. R. Balkrishna, who is approved contractor of the Government though made as a party, has never turned and filed any documents or his Written Statement. However, there is no specific demand against the contractor. The contractor is made as a formal party and nothing is claimed against him. Their main grievances is that the Airport Authority is getting the work done through the contractor instead of directly engaging them and, it is continuing to take work on contract basis which amounts to unfair labour practice. However, there is no evidence to prove any of such averments. On the contrary, the documents filed by the management sufficiently shows that the petitioners are the labours of the contractor and they were never engaged by the Airport Authority. At present also the work of cleaning, maintenance of Airport building is done through the contractor and they are also employees of the contractor. Similarly, the work of beautification was done long back by the sponsorer and the sponsorer might have given the contract or might have engaged directly some of the workers. How this authority can be the master of the worker engaged by the contractor or even by the sponsorer. There is no specific explanation from the petitioner for it. Similarly, the management is entitled to get the work done through the contractor. It is legal and cannot be called as an unfair labour practice. The judgment of the Hon'ble Supreme Court reported in Umadevi's case is clear enough allowing the management to take the work done through the contractor. The documents of the management show that the contractor



were entrusted with the work after calling Tenders and passing the Tenders of the lower price. In such circumstances, in my view, the petitioners have no right against the management i.e. Airport Authority. The petitioners are not entitled for regularization, reinstatement or any back wages. Similarly, when they were not regular employee of the Airport Authority, there is no question of paying notice, pay salary or retrenchment compensation. The claim of the petitioners deserves to be dismissed and accordingly I pass this negative Award.

A. N. YADAV, Presiding Officer

Date: 11-12-2009

नई दिल्ली, 20 जनवरी, 2010

का. आ. 468.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई. ओ. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-1, कड़कडूमा के पंचाट (संदर्भ संख्या 20/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-10 को प्राप्त हुआ था।

[सं. एल-30011/44/2002-आई. आर. (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 20th January, 2010

S. O. 468.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2009) of the Central Government Industrial Tribunal No. 1, Karkardooma now as shown in the annexure in Industrial Dispute between the employers in relation to the management of I. O. C. L. and their workman, which was received by the Central Government on 20-1-2010.

[No. L-30011/44/2002-IR (M)]

KAMAL BAKHRU, Desk Officer

#### ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

I. D. NO. 20/2009

1. Suresh Kumar S/o Shri Prabhu Dayal,  
H.No. 21/235 Kalyan Puri, Delhi.
2. Shri Virendra S/o Shri Gyaan Singh,  
Sanjay Camp, Ambedkar Nagar,  
H. No. 201, New Delhi.
3. Shri Ram Pal S/o Shri Putu Lal,  
B-18, Indra Camp, Kalyanpuri, Delhi.
4. Shri Shivcharan, S/o Shri Karelal,  
H. No. 10/2, Trilokpuri, Delhi.

5. Shri Dharam Pal S/o Shri Ramphal,  
H. No. S-137/130, East Kidwai Nagar,  
New Delhi-110003.
6. Shri Raja Ram S/o Shri Lalman,  
Village, Uprara, P. O. Katinna Barchau,  
Distt. Badayun (U.P.).
7. Shri Govind S/o Shri Mishra Deen,  
H. No. 207, Babarpur Road,  
Shahdara, Delhi-32.

Through the President, Petroleum Trade Union  
(Regd.), Plot No. 1, Near Udaseen Mandir, Pahar  
Ganj, New Delhi. ... Workmen

*Versus*

1. The Chairman, M/s Indian Oil Corporation,  
Scope Complex, Core II, Lodi Road,  
New Delhi.
2. M/s Telecom Services (India),  
Through its Proprietor Shri Lalit Verma,  
7, Shiv Vihar (Khora Colony),  
Gautam Budh Nagar,  
Noida ... Management

#### AWARD

Contract labours were employed by Indian Oil Corporation Limited (hereinafter referred to as the management) through the agencies of various contractors. The contract labours worked with the management since 1982, 1983, 1984 and 1989. Contractors came and went away, while contract labours went on working with the management. They raised a demand for regularization of their services by the management. When their demand was not conceded to, a writ petition bearing No. CWP 4098/94 was filed before High Court of Delhi, which was dismissed in limine vide order dated 27-9-94. They raised a dispute before the Conciliation Officer. Conciliation proceedings failed on 6th of September, 95. A writ petition bearing No. 2694 of 95 was filed, which was also dismissed on 19-10-95. Vide order dated 22-10-96, the appropriate Government refused to refer the dispute for adjudication. A writ petition bearing No. CWP 4158/97 was filed. During the pendency of the said petition, the Apex Court had quashed the notification dated 9-12-76 issued under sub-section (1) of Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter referred to as the Contract Labour Act). The aforesaid writ petition was disposed of by the High Court, vide its order dated 10th of October, 2001. The parties again went before the Conciliation Officer and when Conciliation proceedings failed, the appropriate Government again declined on 27-11-02 to refer the matter for adjudication. The contract labours were taking steps with the Government for getting aforesaid order revised but in the meantime the contractor terminated their services w.e.f. 20-3-2003. Another writ petition bearing No. CWP

2704 of 2003 was filed before High Court of Delhi challenging the order of the appropriate Government to decline to refer the dispute for adjudication as well as illegal termination by the contractor. The said writ petition came to be disposed of vide order dated 30-5-2003 L.P.A. was preferred and vide order 15-1-09 the High Court directed the Government to refer the dispute for adjudication. In compliance of the order dated 15th of January, 2009, the appropriate Government referred the dispute for adjudication to this Tribunal vide order No.L-30011/44/2002-IR(M), New Delhi, dated 11-2-09 with following terms:

“Whether the industrial dispute raised by Petroleum Trade Union against the management of M/s Indian Oil Corporation, Scope Complex, Core II Lodi Road, New Delhi over reinstatement with effect from 20-3-03 with full back wages of the contract workmen (as per annexure I) and their regularization is justified? If so to what relief the concerned workmen are entitled?”

2. Claim statement was filed on behalf of the contract labours pleading therein that they had been working continuously with the management as safai karamchari since 1982, 1983, 1984 and 1989 respectively. They plead that they were engaged by the management and the contractors have always been only name lenders. The contractors although had been acting as agents of the management. Since the date of their joining at least 9-10 contractors have changed, while they had been working with the management continuously. Through different contractors, under camouflage and sham contracts, they were engaged by the management. They worked under direct control and supervision of the management. The management had exercised complete control over their subsistence and continued employment. Neither the management had any requisite certificate under the Contract Labour Act nor the contractors ever obtained any license under the said Act. The work performed by them had always been of permanent and perennial in nature. The management ought to have regularized their services. Instead of regularizing their services, they were deprived of their status and privilege of being permanent, which act amounts to unfair labour practice. They raised a dispute for regularisation of their services. However, during pendency of the said dispute the management had terminated their services. In 1994 a writ petition was filed seeking declaration to the effect that they were regular employees of the management, which petition was dismissed in limine on 27-9-94.

3. A fire broke out at Kailash building, Kasturba Gandhi Marg, New Delhi on 12-6-95. The said building was sealed by the authorities and thereafter they were shifted to New Delhi House by the management on 13-6-95, plead the claimants. However, on 19-7-95 they were not allowed to perform their duties. M/s Goyal Services was the contractor at that time, through whom they were shown to have been engaged by the management. An industrial

dispute was raised by them through their union before the Conciliation Officer. However, conciliation proceedings ended in failure on 6-9-95. Writ petition bearing No. 2694/95 was filed, which came to be dismissed. When the appropriate Government refused to refer the dispute for adjudication, another writ petition No.CWP 4258/97 was filed. During pendency of the said writ petition, the Apex Court quashed the notification dated 9th of december, 76, issued under sub-section (1) of Section 10 of the Contract Labour Act. The writ petition was disposed of by High Court of Delhi vide its order dated 18-10-2001. After failure of the conciliation proceedings, the appropriate Government again declined to refer the dispute, vide its order dated 27-11-2002. On 20-3-03 their services were dispensed with by the contractor on the plea that they refused to get their police verification done. Writ petition No. 2704/03 was filed, which was granted vide order dated 30-5-2003. The management preferred a letter patent appeal and vide order dated 15-1-09 the appropriate Government was directed to amend the reference. In pursuance of the said directions, the appropriate Government was constrained to refer the dispute for adjudication.

4. The claimants unfold that since their wages were not paid they filed L.C.A.No.20/98 before Central Government Industrial Tribunal, New Delhi, which was dismissed in default. The another L.C.A. bearing No.68/2000 was filed wherein the contractor claimed that he was obliged to employ the very workers who were working with the management, which fact substantiate their claim. According to them, non regularization of their services by the management is illegal. There is a direct employer and employee relationship between them and the management. They claim that the contracts between the management and its contractor may be declared as sham and bogus. They plead that action of the management in not allowing them to continue their duties may be declared illegal, void ab-initio and unjustified. They supplicate that the management may be directed to reinstate their services with all consequential benefits and their services may be regularized from the date of their initial joining.

5. Contest was given to claim by the management pleading that the claimant are not their employees. The contractor had engaged them, who had terminated their services. The arrangement was in terms of the Contract Labour Act, which is a self sufficient Code. The claimants, being employees of the contractor, cannot raise an industrial dispute without exhausting the remedies available to them under the said Act. Their claim that they have been continuously working with the management, for the last two decades, is wrong. None of them was employed by the management. It has been agitated that the contract labours admit that their services were dispensed with by the contractor which facts itself suggest that their claim against the management is false.

6. The management has its own recruitment policy. It engages employees in accordance with that policy and regularization of the claimants would amount to a back door entry in the services of the management. Claim of the claimants is barred on the principles of res-judicata since their writ petitions seeking relief of regularization was declined by the High Court. The management awards work contract to concerned contractor as per its requirement in respect of various jobs, which are not within the nature of its function. Work contract is awarded through a recognized and established procedure. There was no prohibition for the work awarded to the contractor. The engagement of the claimants was by the concerned contractor, in accordance with the provisions of Contract Labour Act. The management never exercises control and supervision on the work of the claimants, who were the employees of the contractor. The contractor was awarded a work contract for maintenance of outside premises of the building at Noida. The management is registered under the Contract Labour Act and the contractor had also obtained a license under the provisions of the said Act. It was denied that the claimants were doing job which were of regular and perennial in nature. It was also denied that any control or supervision on their work was exercised by the management. It was denied that they were shifted out of the Kailash building by the management. It has been denied that the management had committed any unfair labour practice and violated the provisions of the Contract Labour Act. It has been denied that they are entitled to be regularized in the job, besides reinstatement of their services.

7. Written statement was filed by Shri Lalit Verma, Proprietor of M/s Telecom Services (India), pleading therein that he engaged the claimants on 20-2-2001, when work order was awarded to him by the management. Claimants met and requested him to engage them, since they were conversant with the job. He engaged them. The claimants worked with him for two years. He paid their wages, bonus, provident fund, allowance towards uniform, ESI and other benefits. On 19-2-2003 his contract came to an end. He made final payment and left the site.

8. Dharam Pal, Virender, Shiv Charan, Suresh Kumar, Ram Pal, Govind and Raja Ram tendered their affidavits as evidence. They were cross-examined at length on behalf of the management as well as for M/s Telecom Services (India). Shri Ashok Kumar, Estate Manager, was examined on behalf of the management. Lalit Verma proprietor of M/s Telecom Services (India) also entered witness box. No other witness was examined by either of the parties.

9. Arguments were heard at the bar. Miss Asha Jain Madan, authorized representative, advanced arguments on behalf of the claimant. Shri Rajat Arora, authorized representative, advanced arguments on behalf of the management. Shri Lalit Verma, proprietor M/s Telecom

Services (India), raised submissions in person. Written submissions were filed on behalf of the claimants. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

10. Dharam Pal swears in his affidavit that he was engaged by the management in the year 1984 through one of its contractor, namely, Ranjit. After his engagement, he along with other workmen became direct employee of the management, since after termination of contract of Ranjit, the management continued to utilize their services in a camouflage manner through different contracts, namely, Sethi from June, 1984 to December, 1986, Goyal Services through its partner Munna Lal from December, 1986 till October, 1991, Imammula from November, 1991 to December, 1992, Shakti Chopra from January, 93 to May, 1993, Everest Enterprises through its proprietor Radhey Sharma from June, 93 to March, 95 again Goyal Services through its partner Munna Lal from June, 95 to July, 95, Utkal Company through its proprietor Bora Chand from October, 96 to January, 2001 and Telecom services from 20-2-2001 to 20-2-2003. As and when contract between the management and its contractor came to an end, a new contractor was brought in with or without any gap and they were shown to have been engaged through new contractor, who had no discretion as regards employment or termination of their services. The contractors had always been only name holders and had been acting as agents of the management. The contract between the management and the contractors had always been factually that of an agent and the principles and not between two equals. The contractors had been acting on directions and commands of the management, who had no authority to take independent decisions. After termination of the contract of any of the aforesaid 9-10 contractors, they were never offered any retrenchment compensation either by any of the outgoing contractors or by the management, on their behalf. They never came to know about change of the contractors till the time their monthly wages were disbursed by the management in the name of the contractors. During the month of April and May, 95 there was no contractor and they continued to work for that period on different floors of the offices of the management. On 12-6-95 a fire broke out at Kailash Building and the said building was sealed by the civil authorities. On account of that situation, cleaning work could not be carried out there. The Management had made them to work at New Delhi House for about two and a half months. Thereafter they were told that there was no work available for them at Delhi and they would be shifted to Noida. They continued to report at New Delhi House till 31-1-96 and had to stage dharna at Noida building of the management till 20-2-96 they were again taken in job by the management. They were not given their wages for the period from 20-7-95 till 19-2-96. After

their reinstatement of 20-2-96 till October, 96 there was no contractor. Their wages for this period of 8 months was given in lump sum in October, 96, by the management. In October, 96 contract was given by the management in the name of Utkal and they were again shown to have been employed through M/s Utkal.

11. An application was moved by them bearing No.68 of 2000 and in that matter M/s Goyal Services had filed its reply dated 23-1-2001 wherein it was pleaded that they were never recruited by him. The contractor projected therein that the management had obliged it to continue to take service of the workmen, who were already working with the management for years together. It was further projected that their wages were paid by the management w.e.f. 30-6-95. Copy of that reply is EX.WW1/2. On termination of contract of various contractor, none of them had deputed them at any of their other sites, which fact shows that the agreement of the contractors were co-terminus with the fact that they were shown as employees of the contractors. Notice EX.WW1/3 given by Goyal services and EX.WW1/4 given by Telecom Services India indicate that when their contracts came to an end they gave notice to them in respect of termination of their services.

12. Job of sweeping and cleaning, as performed by them, has always been of permanent and perennial in nature. Government of India had already issued a notification dated 9-12-1976, under section 10 of the Contract Labour Act, prohibiting engagement of contract labour in the establishment of the management. The said notification remained in operation till it was quashed by the Apex court in 2001. It is worth mentioning that on account of the said notification, the appropriate Government has not granted any registration in favour of the management or its agencies under the provisions of Contract Labour Act. After the aforesaid decision of the Apex Court, the management and its contractor had not obtained requisite registration or license under the provisions of Contract Labour Act. Copy of the notification is EX.WW1/5.

13. He further swears that in 1993 the management had filed a Civil Suit No.395 /93, before the Civil Judge, against some of them and their union, seeking stay against demonstration. Summons EX.WW1/6 was issued, which fact is suggestive that the so called contractor was working on directions and dictates of the management and not on principal to principal basis. The contractors had acted as agents of the management. The contractors never visited place of work at the establishment of the management, for supervision of their work. They were working under direct control and supervision of the management. Day to day instructions were issued to them by the officers of the management. It were Shri Vijay, Shri A.K.Akhil, H.P.Singh, O.P.Soni, I.R.Chopra, David, Bansal, Chandwani and Nigam

etc, the officers of the management, who used to supervise their work and give verbal instructions. Wages and other statutory payments were not only fixed but were paid by the management, though it was disbursed through the agency of the contractors. Their other service conditions and benefits were decided by the management, who had been dictating various conditions of contract including their service conditions, like salary and other benefits. The only job of the intermediary contractors had been to collect their wages from the management and to post it further to them after deducting fixed service charges for lending their names as employers. The contracts had always been absolutely sham. If the veil would be lifted it would discern that the real employer had always been the management.

14. Attendance of the claimants were always marked and verified by the management. Whenever they used to go on leave, they were to seek permission in writing from the officers of the management. Power to appoint and terminate their services always remained with the management. Contractors had nothing to do with them except their wages were paid through them. The contractors never had any relationship of employer and employee with them. Disbursement of their wages through the contractors and non-regularization of their services had primarily been for monetary and other gains since they were paid less wages than the regular employees. The regular employees of their categories were paid approximately four times higher salary. They were made to work six days in a week. On Monday to Friday their timings used to be from 7 AM to 3 PM and on Saturday their timings used to be from 7 AM to 11 AM. From time to time the management used to correspond with their union. Copy of letter dated 30-1-98 is EX.WW1/8.

15. When they requested for payment of their legal dues, management threatened them of termination of their services. There exist direct employer and employee relationship between them and the management. They are entitled to equal wages as being paid to regular staff of their category, by the management. When management did not regularize their services they filed a writ petition being CWP No.4098 of 94. The said petition was dismissed on 27-9-94. Since the management had not complied the provisions of the Industrial Disputes Act, 1947 (in short the Act), they raised an industrial dispute through the union before the conciliation officer. Conciliation proceedings failed on 6-9-95. Thereafter, a writ petition was filed being No.2694/95. The said writ petition was dismissed vide order dated 19-10-95 on the ground that since an industrial dispute was pending between the parties, the claimants had a remedy under the provisions of Section 33-A of the Act. They were taken back on duty by the management at their pipe line division at Noida w.e.f. 20-2-96. The appropriate Government refused to refer the dispute,

vide order dated 22-10-96. Thereafter they filed another writ petition being CWP No.4158/97 through their Union claiming a relief of regularization in the services. During pendency of the said writ petition, the Apex Court quashed the notification dated 9-12-76 and reversed the judgment in Air India case. The Apex Court ruled therein that all disputes pertaining to camouflage nature of a contract could only be decided by the Industrial Adjudicator alone. The above writ petition was disposed of by the High Court vide order dated 18-10-2001. Vide order dated 27-11-2002 the appropriate Government declined to refer the dispute for adjudication. The claimants were pursuing the appropriate Government to review its order, but in the meantime the management through the contractor served letters of termination of their services w.e.f. 20-2-2003. The claimants had to file a writ petition being CWP No.2704/2003, which writ petition was disposed of vide order dated 30-5-03. LPA was filed by the management and vide order dated 15-1-09 the appropriate Government was directed to amend the reference and to include therein a dispute regarding illegal termination of the services of the workmen. The action of the management in disturbing the status quo regarding their services is illegal, arbitrary and vindictive. Management had not served any notice of termination on them. The management had acted in utter haste and total disregard to the provisions of the Act. They have been penalised for demanding their legal rights. They have been driven on road after working for about 20 years with the management.

16. During the course of his cross-examination he concedes that the management never wrote any letter, during complete tenure of his services. The management used to issue a pass to him for entering in the building. He asserts that his wages for the month of March, April and May, 95 were paid by the management. His wages from 20-2-96 to 10-10-96 were also paid by the management. For remaining period of his service, his wages were paid by the contractors at the instance of the management. He admits that Shri Lalit Verma had paid his wages for a period of two years. Shri Verma has paid bonus to him at the instance of the management.

17. Shri Virendra swears in his affidavit that he was engaged by the management in the year 1982 through one of its contractor. He was an employee of the management through different contractors. The contracts between the contractors and the management had been camouflage and sham. He worked in direct control and supervision of the management. The contractors through whom his wages were paid were merely agents of the management. Management had complete control as regards the terms and conditions of his service, including employment, termination, posting, leave and attendance etc. His services were terminated w.e.f. 20-2-2003. He is entitled for

reinstatement in the services of the management with all consequential benefits.

18. During the course of his cross-examination Virendra admits that his wages were paid through the contractors and sometimes by the management. When ever the contractor left, his wages were paid by the management. He used to move his leave applications through Soni Sahib, Akhil and Vijay Sahib. He admits that in the year 2001 Shri Lalit Verma was called by the management, who started paying his wages. He further admits that Ex.WW2/M1 to Ex.WW2/M36 bear his signatures. Officers of Indian Oil Corporation used to get his wages released from Lalit Verma.

19. Shiv Charan, Suresh Kumar, Ram Pal, Govind and Rajesh swear facts on the very line on which facts were unfolded by Virendra. In their cross-examination they admit that they are not in possession of any appointment letter. They also project that their wages were released in their favour, by the management through contractors. They also project that as and when contract came to an end their wages were paid by the management. They admit that documents Ex.WW2/M1 to Ex.WW2/M-36 bear their signatures. Shri Suresh Kumar also admits that documents Ex.WW4/M1 to Ex.WW4/M19 bear his signatures. Same reply was given by Ram Pal, Govind and Raja Ram. It is evident that facts testified by all these claimants are on similar lines.

20. Ashok Kumar, Estate Manager of the management, swears that he is conversant with facts of the present controversy. He projects that the claimants are not employees of the management. They were engaged by the contractor, who had terminated their services. The management had given contract to the respondent No.2 for services for the portion outside their main building at A-I Udyog Nagar, Sector I, Noida, in terms of the provisions of the Contract Labour Act. Management has its own recruitment policy and guidelines, which cannot be over looked while giving regularization to the claimants. The work performed by them is neither regular nor perennial in nature. The claimants, though their union filed a writ petition being CWP No.4158/97, claiming relief of regularization of their services. That writ petition was dismissed vide order dated 18.10-01. Even prior to that their writ petition being CPW No.4098/94 was dismissed in limine on 27-9-94. Another petition being CWP No.2694 of 95 was dismissed on 19-10-95. It is well established in the orders that the claimants were employees of the contractor. The management had no supervision and control on them. Termination of their services has not been done by the management. In writ petition under CWP No. 4158/97 there has been an interim order passed in February, 97. Since there were orders of status quo with regard to the claims, their service continued. The said writ petition was ultimately

dismissed vide order dated 18-10-2001. The management awards work contract to concerned contractor as per its requirement, in respect of jobs, which are neither regular nor perennial in nature. The engagement of the claimants was in accordance with the provisions of the Contract Labour Act. The work order was given to M/s. Telecom Services India, on 19-2-2001, for maintenance of service for outside portion of the main building within the boundary wall of Indian Oil Bhawan at Sector I, Noida. The claimants cannot be compared with regular employees of the management. Their wages are to be paid by the contractor. Their service conditions were to be decided by the contractor. Management is registered under the provisions of Contract Labour Act. The concerned contractor, whenever required has obtained a license under the provisions of Contract Labour Act. Copy of the certificate of registration dated 17-10-01 and 25-3-91 are Ex.MW1/4 (collectively). The copy of the contract awarded to M/s. Telecom Services India Limited is Ex.MW1/5. The concerned contractor paid wages and ESI dues of the employees, which are Ex. MW1/6. Copies of the bills are Ex.MW1/7. Copy of the order passed by High Court of Delhi is Ex.MW1/9.

21. During the course of his cross-examination he projects that the claimants have not joined the management when Rajiv Contractor was providing manpower. He could not recollect whether contract was awarded to Sethi in 1984 for supply of manpower. Same was his reply regarding contract awarded to Goel Services from 86 to 91. He admits that the claimants were engaged by the management through contractors namely, M/s. Inayat Ullaha, M/s. Everest. He admits that once contract was awarded to M/s. Utkal Chand. Claimants were engaged by M/s. Utkal Chand, to whom contract was awarded. He could not specify the exact year when the claimants started working for the management, through contractor. He admits that initially the management was taking sweeping job from its regular employees. He could not affirm that Randhir, Rakesh and Puran Mal were regular safai karamcharis, working with the management. He admits that job of safai Karamchari is perennial in nature. He projects that the management used to ensure that minimum wages and other benefits were paid to the claimants by the contractor.

22. Shri Lalit Verma deposed that M/s. Telecom Services India has a registration certificate in his favour since 1984 for supply of manpower. On 19-2-01 M/s. Telecom Services India had entered into a contract with the management for supply of manpower, copy of which contract is Ex.MW1/5. Dharam Pal, Govind, Raja Ram, Suresh Kumar, Shiv Charan, Ram Pal and Virendra were his employees, who were working with the management in pursuance of the agreement, referred above. He used to pay their wages. He used to deposit ESI and PF.

contributions. He used to pay them uniform and bonus etc. He used to submit salary slip and payments made towards P.F. and ESI contributions with the management. His contract came to an end on 20-2-2003. He used to submit his bills to the management. He projects that the contractor, who provides services of less than 20 persons, is not liable to obtain a license. He has no license in his favour. He had not issued any appointment letter to the aforesaid claimants. He projects that the aforesaid claimants were not his employees. For two years they had worked with him and thereafter he has no nexus with them. He used to carry out works on the directions of the management, without any discretion. He was directed to pay minimum wages to the claimants.

23. When rival testimonies, advanced by aforesaid witnesses are appreciated, it came to light that factum of engagement of Dharam Pal, Virendra, Shiv Charan, Suresh Kumar, Ram Pal, Govind and Raja Ram, since 1982, 1983, 1984, 1985 and 1989 are not disputed. Dharam Pal joined in 1984, Virendra joined in 1982, Shiv Charan joined in 1984, Suresh Kumar joined in 1983, Rampal joined in 1982. Govind joined in 1989 while Raja Ram joined in 1985, through contractors. It has also emerged over the record that Sethi supplied manpower to the management from June, 84 to December, 1985, Goyal Services supplied manpower from December, 86 to October, 1991, Inayat Ullaha became contractor in November, 1991 who supplied manpower till December, 92, Shakti Chopra supplied manpower from January, 93 to May, 1993, Everest Enterprises came in picture in June, 93 and supplied manpower to the management till March, 95, Goyal Services again supplied manpower to the management from June, 95 till July, 95, M/s. Utkal Company supplied manpower from October, 96 to January, 2001 and Telecom Services was engaged by the management for supply of manpower w.e.f. 20th of February, 2001 till 20-2-2003. It is also not a disputed fact that when term of contractor came to an end, another contractor was engaged by the management and aforesaid claimants were shown to be the employees of the new contractor, with a gap or without any gap in their services. No contractor was engaged by the management for supply of manpower in April and May, 95 while the claimants were working with the management. As sworn by Dharam Pal, after their reinstatement in job on 20-2-96, there was no contractor for supply of manpower to the management till October, 96. Wages for that period was paid by the management to the claimants in October, 96 in lump sum. The management attempted not to dispute the facts sworn by Dharam Pal to the effect that their work was supervised by Shri Vijay, A.K.Akhil, H.P.Singh, O.P.Soni, I.R.Chopra, David, Bansal Chandwani and Nigam etc., who were officers of the management. No contest was given to the facts that wages and other statutory payments were not only fixed but paid by the management, though it were disbursed through the agency of the contractors. Their

service conditions and benefits were decided by the management. There has been no dispute that Dharam Pal used to submit his leave applications to the officers of the management. Dharam Pal and other workmen assert that the management used to exercise complete economic control over their subsistence and continued employment, which fact also remained uncontroverted. Though the management was in possession of all contract agreements, yet it opted not to bring the same over the record, except one.

24. The agreement between the management and M/s. Telecom services was proved as Ex.MW1/5. EX/MW1/5 high lights that a remuneration of Rs. 39250/- PM was payable against the bills submitted by M/s Telecom Services (India) for actual services provided, besides reimbursement of increments in minimum wages, as declared by Government of U.P. during the period of the contract, alongwith 15% overhead expenses on that increase. The nominal value of the contract for the purpose of calculation of the security deposit was Rs. 471000. The work which was to be carried out by M/s Telecom Services (India) was as follows :—

- (i) Maintaining of all roads pavements, foot path etc.
- (ii) Maintaining the generator rooms, security rooms etc. with quality detergents.
- (iii) Polishing and wiping of glasses and cleaning of doors/windows frames.
- (iv) Upkeeping of lift fixtures in lawns, gates, grills, boundary wall etc.
- (v) Removal of any debris lying on the road side or on foot path pavements.
- (vi) Maintaining the furniture in security rooms, generator rooms etc.

Besides aforesaid work, contractor was supposed to maintain all peripheral drains, manholes, inspection chambers etc. periodically. The contractor was under an obligation to carry statutory obligations as applicable to contract labour from time to time, for which no extra payment was to be made to him. Payments were to be released on monthly basis to the contractor on submission of bills, after completion of the job. He was required to deposit proof of having deposited P.F. and ESI amount to respective authorities.

25. As claimed by the claimants, they were initially engaged by respective contractors. Question for consideration comes as to at what time direct links were established between them and the management, eliminating the contractors from the scene. For ascertaining this proposition, it is to be seen as to whether the claimants had been able to establish that direct link were established between them and the management. In Hussain Bhai (1978

Lab.I.C.1264), the Apex Court was confronted with a proposition as to whether the contract labours, hired by the contractors were employees of the principal. It was ruled therein that "where a worker or group of workers labours to produce goods or services and those goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the worker's subsistence, skill and continued employment. If he, for any reason, chokes off, the worker is, virtually, left off. The persons of intermediate contractors with whom alone workers have immediate or direct relationship on contract is of no consequence, when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement that the real employer is the management, not the immediate contractor. Myriad devices, half hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like, may be resorted to when labour legislation casts welfare obligations on the real employer, based on Articles 38, 39, 42, 43 and 43A of the Constitution. The court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances. In above precedent the Apex Court laid emphasis on economic control on workers subsistence, skill and continued employment exercised by the employer and ruled that in such a situation it is the principal employer who is the real employer and intermediary is of no consequence. Consequently it is evident that in Hussain Bhai (supra) the Apex Court traces relationship of employer and employee between the contract labours and the principal employer.

26. Question for consideration comes as to whether Suresh Kumar and others were workmen. Definition of word "workman" is given in clause (s) of Section 2 of the Act in following terms :

(s) "workman" means any person, including an apprentice, employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person.

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

- (ii) who is employed in the police service or as an officer or other employee of a police



- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

27. Definition of workman contains three limbs. First limb of the definition gives statutory meaning of the word and determines a workman by reference to a person, including an apprentice employed in an industry to do any manual, unskilled, skilled, technical, operative, clerical or supervisory work for hire or reward. The second limb is designed to include a person—(i) who have been dismissed, discharged or retrenched in connection with an industrial dispute, or (ii) whose dismissal, discharge or retrenchment has led to an industrial dispute, within the ambit of workman. However, the third part of the definition excludes the categories of persons specified in clause (i) to (iv) from the expression "workman". The definition does not state that a person, in order to be a workman should have been employed in a substantive capacity or on temporary basis in the first instance or after he is found suitable for the job after a period of probation. In other words, every person employed in an industry irrespective of his status—temporary, permanent or probationary—would be a workman. The expression "employed" has at least two known connotations, that is, a relationship brought by express or implied contract of service in which employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind, as agreed between them or statutorily provided. It discloses a relationship of command and obedience. Reference can be made to the precedent in Food Corporation of India's case [1985(2) LLJ 4].

28. A distinction is also drawn between "contract for service" and "contract of service". In one case the master can order or require what is to be done, while in the other case he cannot only order or require what is to be done, but how itself it shall be done. The distinction is—under a contract of service, a man is employed as a part of the business and work is done as an integral part of the business, while under contract for service, his work, although done for the business, is not integrated into it, but is only assessor to it. But the test of being a servant does not rest nowadays on submissions to orders. It depends on whether person is part and parcel of the organization.

29. Mere existence for a contract of service would not confer a relationship of employer and employee until the employer is in a position to control the work of the

employee. A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct. the means also, or, as it has been put, "retains the power of controlling the work", a servant is a person subject to the command of his master as to the manner in which he shall do his work. An independent contractor is one who undertakes to produce a given result but so that in actual execution of the work he is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified before hand.

30. In Shivnandan Sharma [1955(1) LLJ 688], the Apex Court for the first time laid down the crucial test of supervision and control for determining the relationship of employer and employee. In Dharangadhara Chemical Works Limited [1957(1) LLJ 477], the Apex Court ruled that test of "supervision and control may be taken as the prima facie test for determining the relationship of employment". It was further laid that existence of the right in the master to supervise and control the work to be done by the servant, not only matter of directing that work the servant is to do but also the manner in which he shall do his work is the prima facie test for determining the existence of master and servant relationship. It was suggested that correct method of approach, would be to consider whether having regard to the nature of work there was due control and supervision by the employer. The greater amount of direct control exercised over the person rendering the services by the person contracting for them, the stronger the ground for holding it to be a contract of service. The control and supervision test was reaffirmed by the Apex Court in Chintaman Rao [1958(1) LLJ 252], wherein it was ruled that "worker" was a person employed by the management and there must be contract of service and a relationship of master and servant between them. In Shankar Balaji Waje [1962(1) LLJ 119], the Apex Court clarified that "control of the management, which is a necessary element of the relationship of master and servant is not directed towards providing or dictating the nature of the article to be produced or the work to be done, but refers to the other incidents having a bearing on the process of work the person carries out in the execution of the work. The manner of work is to be distinguished from the type of work to be performed. In V.P. Gopala Rao [1970(11) LLJ 59], the Apex Court said that it is the question of fact in each case whether the relationship of master and servant exists between the management and the workman and there is no abstract a priori test of the work control required for establishing the contract of service. It was laid therein that for holding that the persons employed in the factory were workers within the meaning of sub section (1) of section (2) of the Factories Act, it is to be considered that the fact that the workman had to work in the factory implied



certain amount of supervision by the management and the nature and extent of control varied in different industries and that when the operation was of a simple nature, the control could be exercised at the end of the day of the method of rejecting the *bidis* which did not come up to the proper standard. It is, therefore, not surprising that in recent years, the control test, as traditionally formulated, has not been treated as an exclusive test. In *Silver Jubilee Tailoring House* [1973(11) LLJ 495] the Apex Court ordained that "it is in its application to skilled and particularly, professional work that control test in its traditional form has really broken down. It has been said that in interpreting that "control" as meaning the power to direct how the servant should do the work, the court has been applying the concept suited to a past age".

31. During the last three decades emphasis in the field has shifted and no longer rests so strongly upon the question of control. Control is obviously an important factor and in many cases it may still be a decisive factor, but it would be wrong to say that in every case it is a decisive factor. In *Shining Tailors* [1983(11) LLJ 143], the Apex Court held that the piece rated workers working for a big tailoring establishment were workmen for the establishment. It was observed therein that the "right of removal of the workman or not to give work as an element of control and supervision" which was amply satisfied to announce that those piece rated workers were the workmen for the establishment. The Court concluded that the proposition that "piece rate" itself indicates relationship of independent contract, is not correct. A servant who has full liberty to attend to his work according to his pleasure and not according to orders of his master, is an independent contractor. A gold smith engaged to finish jewels within a given time and when it was open to such goldsmith to finish jewels within the given time or earlier and engage themselves or others of their own were held to be independent contractors, in *K. Keswa Reddiar* [1957 (1) LLJ 645]. In the like manner a goldsmith who undertook the manufacture of ornaments like other goldsmith which he was asked to manufacture and was entitled to receive remuneration which would depend upon the nature of the work done, was held to be not under the order or control of the proprietor of the concern for whom he was doing the work, in *Achuta Achar* [1968(1) LLJ 500]. An agreement for selling milk on commission was held to be a contract for service and not a contract of service, in *Abad Dairy Doodh Vitran Kendra Sanchalak Mandal, Ahmedabad* (1989 Lab.I.C.1770). The Tiny Deposit Agents employed in deposit mobilization activity of the bank have been held to be falling within the definition of the workman and not an independent contractor in the precedent in the *Management of Indian Bank* [1990 (1) LLJ 50].

32. The Apex Court was confronted with the

proposition as to whether automatic absorption of contract labour, working in an establishment of the principal employer, as regular employees follows on issuance of a valid notification under sub-section (1) of Section 10 of the Contract Labour Act prohibiting the contract labour in the establishment concerned, in *Steel Authority of India Limited* [2001 (7) S.C.C. 1]. Catena of decisions were considered by the Apex Court and it was laid therein that the contract labours fall in three classes viz. (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under section 10(1) of the Contract Labour Act, no automatic absorption of contract labour working in the establishment was ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer were held, and in fact and in reality to be the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declare the correct position and as a fact at the stage after employment of contract labour stood prohibited, (3) wherein discharge of statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of the contractor. The courts have held that the contract labour would indeed be employees of the principal employer. The Court ruled that neither Section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It was further ruled therein that in *Saraspur Mills case* [1974 (3) SCC 66], the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In *Basti Sugar Mills* (AIR 1964 S.C. 355) a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in *Hussain Bhai* (supra) was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under Section 10 of the Contract Labour Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by the

contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

33. Now I would turn to the facts of the present controversy. As testified by Dharam Pal and other claimants they joined services of the management through contract in 1982, 1983, 1984, 1985 and 1989. Various contractors came and went away but the claimants continued their services with the management. In April and May, 95 there was no contractor at all, to whom the contract for supply of manpower was awarded by the management. In those months claimants worked with the management and were paid their wages. From 20-2-96 till October, 96 also there was no contractor. The claimants worked with the management and were paid their wages in lump sum in October, 96. These facts are suggestive that though initially the claimants were engaged by the management through contractor but those relations stood snapped and direct relationship of employer and employee were established between claimants and the management in April, 95. Thereafter Goyal Services were again interposed by the management in June, 95, who continued there till July, 95. On 12th of June, 95 fire had broken at Kailash building, which was sealed by the civil authorities. The claimants were made to work by the management at New Delhi House for about two and a half months and thereafter they were told that there was no work for them at Delhi. They reported at New Delhi House till 29-1-96 and staged a dharna at Noida building of the management till 20-2-96. They were again reinstated and continuously worked with the management till October, 96, without interposing any contractor in between. These aspects are indicative that M/s Goyal Services was interposed by the management for the month of June and July, 95, which contract cannot be termed to be a genuine one. Relationship of employer and employee were established between the claimants and the management in April, 1995. Again in October, 96 M/s Utkal Company was brought in between, on whose rolls the claimants were shown till January, 2001.

34. It has been testified by the claimants that their work was supervised by various officers of the management,

namely, Vijay, A.K. Akhil, H.P. Singh, O. P. Soni, I. R. Chopra, David Bansal, Chandwani and Nigam etc. Shri Ashok Kumar nowhere deposed as to who used to assign and supervise work of the claimants. He could not dispel facts testified by Dharam Pal and others on the above proposition that work was assigned to them and supervised by the aforesaid officers. Shri Lalit Verma claimed that he paid the wages and other benefits of the claimants. However he has nowhere deposed that he used to assign and supervise the work of the claimants.

35. Except Ex. MW1/5, no other contract agreement has been placed before this Tribunal for perusal. When Ex. MW1/5 was perused, it came to light that remuneration @ Rs. 39250 PM was payable to the contractor for services provided to the management, against bills, besides reimbursement of increments in minimum wages alongwith 15% overhead expenses on that increase. The word "remuneration" means a quid pro quo. If a man gives his services whatever consideration he gets for giving his services, seems to me a remuneration for them. If a person was in receipt of a payment or in receipt of a percentage, or any kind of payment which would not be a actual money payment, the amount he would receive in respect of that work or service, that would be remuneration. The word must be given its meaning with reference to the context in which it occurs. Remuneration ordinarily is defined to mean reward, recompense, pay, wages or salary for service rendered. Reference can be made to N.Bakshi (AIR 1962 S.C. 505).

36. Remuneration of Rs. 39250 per month was to be received by Shri Lalit Verma against the bills to be submitted by him. Those bills were in respect of the services of the seven claimants. He was also to be reimbursed in respect of increments in minimum wages alongwith 15% overhead expenses on that increase. Fixed monthly remuneration, without any provision for deduction on providing services of less than seven persons, is suggestive that it was a quid pro quo for the services rendered by Shri Lalit Verma. Though Shri Verma was supposed to submit his monthly bills towards wages and other benefits granted to the claimants, yet the management was not supposed to reduce that remuneration, in the event of one of the employee would have been absent from duty for a considerable period. Work to be carried out does not only detail the work to be done but also details the manner in which it was to be done. Maintenance of generator room and security rooms with quality detergent gives an example of the manner in which work was to be done. Compensating Shri Verma when minimum wages are increased alongwith 15% of overhead expenses presents an illustration of the fact that Shri Verma was given a contract of service, who was bound by the orders of the management and not by the terms of the contract, compensating him in terms of

overhead expenses suggest that Shri Verma was not treated as an equal but as an agent who was compensated for contingencies. These circumstances persuade me to find out Ex.MW1/5 as an agency and not as independent contract between the two equals. Ex.MW1/5 is a camouflage contract with a view to evade payment of wages and other benefits to the claimants. As held above relationship of employer and employee were established between the claimants and the management in April, 95. The management has not been able to establish that those relations came to an end and services of the claimants were again taken through the contractors.

37. It has not been disputed by the management that work, which was taken from the claimants, was of perennial in nature. The claimants have tried to assert that prior to their engagement, the work of cleaning and sweeping was taken from the regular employees of the management. From the fact that the claimants are engaged by the management since 1982 till 20-3-2003, the date when their services were dispensed with, it is evident that the job taken from the claimants was of perennial in nature and substantial employees were engaged by the management for that job. The work performed by the claimants was incidental and necessary for maintenance of the premises of the management.

38. The management projects that writ petitions were filed by the claimants time and again which were dismissed by High Court of Delhi. Order Ex.MW1/1, Ex.MW1/3 are relied by the management. It was contended that those orders operate as res judicata and restrain the claimants from agitating those very issues again. Shri Arora argued that in writ petitions filed by the claimants, they claimed relief of regularization, which was declined by High Court of Delhi. On the face of the judgments of the High Court of Delhi, they cannot invoke jurisdiction of this Tribunal for the very relief in the present controversy. I am afraid that the contention advanced by the management has any weight. The Apex Court in SAIL (supra) had ruled that it is the industrial adjudicator who can determine the question, referred above and he is appropriate authority to exercise jurisdiction on those issues. High Court cannot adjudicate those questions conveniently in exercise of jurisdiction under Article 226 of the Constitution. Therefore, it is evident that for the questions raised in the present dispute, it is this Tribunal who has authority to adjudicate it.

39. When services of the claimants were dispensed with in February, 2003, by that time they had rendered continuous service for more than 240 days in each calendar year. "Continuous Service" has been defined by section 25B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out,

and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service." Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In Vijay Kumar Majoo (1968 Lab.I.C.1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act.

40. At the cost of replication, it is said that the claimants were retrenched on 20-2-03. They were engaged in the years 1982, 1983, 1984 and 1989. Management nowhere claims that their services were interrupted for any reasons other than those detailed in sub-section (1) of section 25 B of the Act. They rendered more than 240 days continuous service during the period of 12 calendar months immediately preceding the date of his retrenchment viz. 20th Feb, 2003. Their case is covered within the definition of "continuous service" as enacted in section 25-B of the Act. Therefore, it is appropriate to conclude that the claimants have acquired status of an industrial employee, on rendering continuous service of more than 240 days with the management. It has not been projected by the management that the claimants sought voluntary retirement from service or reached the age of superannuation and were made to retire. It was not the case that their services came to an end on non renewal of term of contract of employment. Their services were not done away on the ground of continued ill health. Consequently termination of their service amounts to retrenchment within the meaning of section 2(oo) of the Act.

41. Claimants project that their services were dispensed with abruptly on 20-2-03. Management nowhere presents that notice or pay in lieu thereof was given to them while terminating their services. Retrenchment compensation was not paid to them. The management was under an obligation to pay them compensation for retrenchment at the time of retrenchment. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in Bombay Union of Journalists case [1964 (1) LLJ 351], Adashwar Lal (1970 Lab.I.C.936) and B. M. Gupta [1979 (1) LLJ 168] announce that subsequent payment of compensation can not validate in invalid order of retrenchment. As retrenchment compensation was not paid to claimants, consequently

action of the management falls within the mischief of section 25-F of the Act.

42. Services of the workmen were retrenched without payment of notice pay, and retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal rule is to award reinstatement. But where a case falls in any of the exception to general rule, the industrial adjudicator has discretion to award reasonable and adequate compensation, in lieu of re-instatement. Section 11 A of the Act vests the industrial adjudicator with discretionary jurisdiction to give "such other relief to the workmen" in lieu of discharge or dismissal as the circumstances of the case may require, where for some valid reasons it considers that reinstatement with or without conditions will not be fair or proper. Here in the case, no circumstances are put forward to show that the claimants are not to be awarded relief of reinstatement. As detailed above, the claimants were disengaged by the management in violation of the provisions of section 25-F of the Act. They are entitled for reinstatement of their services with the management w.e.f. 20-3-2003, the date when their services were disengaged. They shall be paid 30% of their back wages from the date of their termination till the date of their reinstatement.

43. Claimants claim regularization of their services with the management. It is not their case that at the time of their engagement recruitment rules were followed. No evidence was brought over the record to show that public advertisement was given, inviting public at large to compete. There is a complete vacuum of evidence that the claimants took test and faced interview for their selection. It has not been projected by them that at the time of their selection norms of reservation policies were followed. It has also not been shown that candidates of minor communities were also considered and appointed, when they were selected for appointment with the management. Therefore, out of the facts projected by the claimants, it nowhere comes over the record that procedure prescribed for appointment to the post of a regular safai karamchari was followed :

44. A "seasonal workman" is engaged in a job which lasts during a particular season only, while a temporary workman may be engaged either for a work of temporary or casual nature or temporarily for work of a permanent nature, but a permanent workman is one 'Who is engaged in a work of permanent nature only. The distinction between permanent workman engaged on a work of permanent nature and a temporary workman engaged on a work of permanent nature is, in fact, that a temporary workman is engaged to fill in a temporary need of extra hands of permanent jobs. Thus when a workman is engaged on a work of permanent nature which lasts throughout the year, it is expected that

he would continue there permanently unless he is engaged to fill in a temporary need. In other words a workman is entitled to expect permanency of his service. Law to this effect was laid by the Apex Court in *Jaswant Sugar Mills (1961 (1) LLJ 649)*.

45. Some casual workmen employed in a Canteen, raised demand of permanent in service. The Tribunal directed that from particular date they should be treated as probationer and appointed in permanent vacancy without going into the question as to whether more than permanent workmen were necessary to be appointed in the canteen over and above the existing permanent strength to justify the making of the casual workman as permanent, where they were working. Neither there was any permanent vacancy in existence nor the Tribunal directed for creation of new posts. When the matter reached the Apex Court, it was announced that the Tribunal was not justified in making these directions. The workman may be made permanent only against permanent vacancies and not otherwise, announced the Apex Court in *Hindustan Aeronautics Limited Vs. their workmen (1975 (II) LLJ 336)*.

46. In *Uma Devi (2006(4) SCC 1)* the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the post which was held by them in temporary or ad hoc capacity for a fairly long spell. The Court ruled thus :

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent—the distinction between regularization and making permanent, was not emphasized here—can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh (1992(4) SCC 118)* is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad hoc, temporary or casual employees

engaged without following a regular recruitment procedure should be made permanent.”

47. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela* [2006 (2) SCC 482] with approval, wherein it was ruled thus.

“The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution.”

48. In *P.Chandra Shekhara Rao and Others* (2006 7 SCC 488) the Apex Court referred *Uma Devi's Case* (Supra) with approval. It also relied the decision in *Uma Rani* (2004 7 SCC 112) and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In *Somveer Singh* (2006 5 SCC 493) the Apex Court ruled that appointment made without following due procedure cannot be regularized.

49. Claimants have not been able to show that they were engaged by the management in accordance with the policy of their recruitment. It has not been projected by them that at the time of their employment claim of Scheduled Caste and Scheduled Tribe candidates for recruitment was considered. They nowhere project that they were taken in the job in accordance with the recruitment rules. Consequently it is evident that the claimants were taken in job not in consonance with the public policy and rules of recruitment. Under these circumstances their claim of regularization of the job cannot be entertained in view of the law laid down by the Apex Court in *Uma Devi* (supra).

50. In *Daya Nand* [2008 (10) SCC 1], the Apex Court relied the law laid down in *Uma Devi* (supra) with profit and

ruled that menace of illegal and backdoor appointment compels the court to rethink and in large number of subsequent portions the court declined to entertain the claim of ad hoc and temporary employees for regularisation of services saying that theory of legitimately explanation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the state has held out any promise while engaging these persons either to continue them where they are or to make them permanent. Relying the aforesaid precedent it is concluded that the claim of the claimants for regularization of their job cannot be considered.

51. Since the claimants have been able to establish that direct relationship of employer and employees were created in between the management and them in April, 1995 and contractor was interposed in a camouflage manner, therefore, it is concluded that they were employees of the management, who terminated their services on 20-3-03, in violation of the provisions of Section 25-F of the Act. Consequently the claimants are entitled for reinstatement in their service with continuity and 30% back wages from 20-3-03 till the date of their reinstatement. Their claim of regularization is brushed aside. An award is accordingly passed.

DR. R. K. YADAV, Presiding Officer

Date: 03-11-2009

नई दिल्ली, 15 जनवरी, 2010

का. आ. 469.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एरोफ्लोट रशियन एयरलाइन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 16/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-1-2010 को प्राप्त हुआ था।

[सं. एल-11012/11/2006-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 15th January, 2010

S. O. 469.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2006) of the Central Government Industrial Tribunal/Labour Court No. 1, New Delhi now as shown in the annexure in Industrial Dispute between the employers in relation to the management of M/s. Aeroflot Russian Airlines and their workman, which was received by the Central Government on 15-1-2010.

[No. L-11012/11/2006-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

**ANNEXURE**

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 1, KARKARDOOMA COURT  
COMPLEX, DELHI**

**I. D. No. 16/2006**

Sh. Rishi Pal S/o Shri Charan Singh,  
R/o Town & Post Office Tatiri,  
Aggarwal Mandi, Patti Bharbhania,  
Near School No. 2 or Mata Ka Mandir,  
District Baghpat, Uttar Pradesh. ... Workman

*Versus*

M/s. Aeroflot Russian Airlines,  
Ground Floor, 15-17 Tolstoy House,  
Tolstoy Marg, New Delhi-110001. ... Management

**AWARD**

Rishi Pal was employed with M/s Aeroflot Russian Airlines since 1-5-95. He was elected as a General Secretary of Aeroflot Association Employees Union. Since his union activities do not find favour with the management, steps were taken for making change in his service conditions. A dispute was raised by the Aeroflot Employees Union in that regard, which was referred to this Tribunal for adjudication. On 30th of August, 2007 an order was passed by this Tribunal restraining the management, from discharging or dismissing services of Rishi Pal or any other office bearers of the said union.

2. During the pendency of the said dispute a charge sheet was served on Rishi Pal on 5-4-07. It was replied by him vide letter dated 13-4-07. His reply was found not to be satisfactory by the management. Shri Jitesh Pandey was appointed as Enquiry Officer, vide letter dated 4-5-07. Enquiry was conducted against Rishi Pal and report dated 1-8-2007 was submitted, wherein it was concluded by the Enquiry Officer that charges against Rishi Pal stand established. A copy of the enquiry report alongwith enquiry proceedings, was sent and Rishi Pal was called upon to show cause on it. Explanation dated 11-8-07 was submitted by Rishi Pal, which was also found not to be unsatisfactory. Management took a decision to dismiss Rishi Pal. Accordingly an application was moved by the management under clause (b) of sub-section (2) of Section 33 of the Industrial Disputes Act, 1947 (in short the Act), for seeking approval of the dismissal order. It was pleaded by the management that an amount of Rs. 8000 was sent by way of money order No. A257-58 dated 14-8-07, towards one month salary. Claim was made that the action of the management may be approved.

3. Contest was given to the application by Rishi Pal pleading therein that he was General Secretary of Aeroflot

Employees Union, hence a protected employee. For dismissal of services of a protected employee, the management is under an obligation to seek approval of this Tribunal before taking any action in the matter. According to him seeking approval of its action after passing the dismissal order is unwarranted by the provisions of sub-section (3) of Section 33 of the Act. He claims that the approval application may be discarded.

4. During the pendency of the approval application, the matter was settled amicably between the parties. The management paid a sum of Rs. 1216250 to Shri Rishi Pal, subject to deduction of tax in full and final settlement of his claims. After receipt of that amount Rishi Pal opted to abandon the proceedings.

5. Shri J. P. Sharma, Advocate, authorized representative of the management made a statement, in respect of the settlement arrived at between the parties. His statement is extracted thus :

“I am the authorized representative of the management, hence competent to make a statement on their behalf. Shri Rishi Pal, who was employed as loading Supervisor, for Ground Handling Operations at I.G.I. Airport, New Delhi, has settled his grievance with the management. His services were terminated on 14-8-07, in pursuance of the departmental action. The application was moved before this Tribunal for approval of the action of the management under Section 33(2)(b) of the Industrial Disputes Act, since an industrial dispute regarding conditions of his services pending adjudication before this Tribunal. During the pendency of the said application dispute between the management and Rishi Pal has been amicably settled. A sum of Rs. 216250 was paid to Rishi Pal subject to Tax deduction, in full and final settlement of all his claim and dues including wages, unearned wages, bonus, overtime, gratuity etc., which amount has been accepted by him as full and final settlement of all his claims. In view of these facts, referred above, the approval application may be disposed of.”

6. In view of the statement made by Shri J. P. Singh, authorized representative of the management and the fact that Shri Rishi Pal had abandoned the proceeding it emerge over the record that matter between the parties have been settled. Accordingly action of the management in dismissing the services of Shri Rishi Pal, is hereby approved. Dues of Rishi Pal relating to his wages and unearned wages, bonus, overtime and gratuity have already been paid. Application moved under clause (b) of sub-section (2) of Section 33 of the Act is accordingly granted. An Award is passed. File be consigned to record room.

DR. R. K. YADAV, Presiding Officer

Dated: 23-10-09

नई दिल्ली, 15 जनवरी, 2010

का. आ. 470.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 111/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-1-2010 को प्राप्त हुआ था।

[सं. एल-20012/165/2003-आई. आर. (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 15th January, 2010

S. O. 470.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/2003) of the Central Government Industrial Tribunal/Labour Court-I, Dhanbad now as shown in the annexure in Industrial Dispute between the employers in relation to the management of M/s. B. C. C. L. and their workman, which was received by the Central Government on 15-1-2010.

[No. L-20012/165/2003-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO-I, DHANBAD

In the matter of a reference u/s. 10(1)(d)(2A) of the Industrial Disputes Act, 1947

Reference No. 111 of 2003

**PARTIES :** Employers in relation to the management of Sudamdih Shaft Mine of Eastern Jharia Area of M/s. B.C.C. Ltd.

AND

Their workmen

**Present :** Shri H. M. Singh, Presiding Officer

#### APPEARANCES

For the Employers : Shri U. N. Lal, Advocate

For the Workmen : Shri P. N. Singh, Advocate

State : Jharkhand

Industry : Coal

Dated, the 30th December, 2009

#### AWARD

By Order No. L-20012/165/2003-IR (C-I) Dated 10-11-2003 the Central Government in the Ministry of Labour

has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Sudamdih Shaft Mine of M/s. BCCL in having recorded the date of birth of the workman Smt. Gulabia Devi, Security Guard as 27-2-1950 has been justified as per norms and rules while date of her appointment has been recorded as 24-4-1993? If not, what relief the workman is entitled to?”

2. The written statement has been filed by the concerned workman stating that she has been employed as a Security Guard by BCCL w.e.f. 24-4-1993 under the provisions of para 9.3.2 of NCWA-V of JBCCI as wife/dependent of the deceased workman i.e. Radhu Bhuia, P.R.M. of Sudamdih Shaft Mine of BCCL who died while in service of the company. At the time for employment as a dependent of her husband, Gulabia Devi submitted application in prescribed form declaring her date of birth as 11-7-1958. Gulabia Devi had mentioned the date of birth of her deceased husband as 1-1-1955 in her application for employment at the appropriate column. In the absence of any proof of her age, the concerned workman had produced before the employer the copy of the service excerpt dated 11-6-87 which was issued by the employer to her husband wherein the age of Gulabia Devi was declared by him as 29 years. At the time of the initial appointment of the concerned workman before entering her date of birth in her service card the employer committed serious error of law by violating the requirements of sub-para (iii) and (iv) of para 37.0 of the Certified Standing Orders of BCCL. The employer thus committed violation of the provision of para 37.0 to the detriment of the workman inasmuch as such illegal and arbitrary action of the employer reduced the serviceable period of her life by about 8 years and as a result of that she will be retired on superannuation by 27-2-2010 instead of 11-7-2008.

It has been prayed before this Tribunal to please pass an award holding that the action of the employer in having determined the date of birth of Smt. Gulabia Devi through the Colliery Medical Board is illegal and the management be directed to accept the date of birth of the concerned workman, Smt. Gulabia Devi as 11-7-1958.

3. Written statement has been submitted on behalf of the management stating that Smt. Gulabia Devi was appointed vice her deceased husband Lt. Raghu Bhuia (PRW) having Personnel No. OK 306661 and posted at Sudamdih Shaft Mine of E. J. Area, Bhowra and her date of appointment is 24-4-93. At the time of appointment as per provision of NCWA, she was referred to Medical Board where the age was assessed by the said Medical Board to column 6 as 43 years on 27-2-93 i.e. D. O. B. being 27-2-1950. The said age was recorded in Form ‘B’ on the above basis wherein she had put in her R.T. I. and also on the



Medical Board's report. The date of birth has also been recorded correctly on the above basis in the service excerpt in the year 1987. There is no discrepancy in her date of birth which was recorded after assessment of her date of birth/age at the time of her initial appointment by the Medical Board which is taken as just, fair and quite logical as per the provisions of the Implementation Instruction No. 76. The above date of birth and date of appointment has also been recorded in the N.E.I.S. In view of above it is evident that the action of the management of Sudamdih Shaft Mine of BCCL in recording the date of birth of Smt. Gulabia Devi as 27-2-1950 is correct.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award holding that the action of the management is justified and the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1 Dilip Kumar Bhagat who has proved documents which have been marked as Exts. M-1 to M-6.

The concerned workman has produced himself as WW-1 who has proved documents as Exts. W-1 to W-5. The concerned workman also examined WW-2-Gopal Mandal who supported the case of the concerned workman.

6. Main argument advanced on behalf of the concerned workman is that the date of birth of Smt. Gulabia Devi, the concerned workman, is 11-7-1958 which she has mentioned in her application and this has also been mentioned in her deceased husband's records of the company. The management has illegally written her date of birth as 27-2-1950. It has also been argued that her husband's date of birth has been mentioned in the company's Form 'B' Register as 1-1-1955 which is statutory register. Her age cannot be less than her husband's which has been recorded in the statutory register of the management as 1-1-1955. So her date of birth cannot be 27-2-1950 which is more than that of her husband. She must not be elder in comparison of her husband.

7. Argument advanced on behalf of the management that in company's statutory register, Form 'B' her age has been mentioned as 27-2-1950. It cannot be believed and this argument has got no force because this paper is in English and L.T.I. has been given by the concerned workman and it has not been mentioned anywhere that the above English language has been explained to the concerned workman when she is illiterate and she has only given L.T.I. as Ext. M-4.

8. Another argument advanced on behalf of the management that on medical examination her age has been

determined by Medical Board as 43 years though she has stated 30 years as per Ext. M-1. This paper has also been prepared in English and only L.T. I. of the concerned workman has been taken without explaining the contents of what has been mentioned in Ext. M-1. It cannot be presumed that she has got knowledge and even contents of Ext. M-1.

9. As per Ext. W-1 her husband's date of birth has been recorded as 1-1-1955 and on 11-6-87 in Service Excerpt of her husband also his date of birth has been given 1-1-1955, so his wife, present concerned workman of the deceased employee, Raghu Bhuiya, cannot be more elder than her husband and her age must be after 1-1-1955 and not before than and it cannot be 27-2-1950. In application form also of the concerned workman the date of birth has been mentioned as 11-7-1958 as per Ext. W-3. As regards Form 'B' Register it only shows that the L.T. I. of the concerned workman was taken and it is in English, nowhere it has been mentioned that the contents of Form 'B' Register, Ext. M-3, has been explained to the concerned workman. Moreover, this has also been written in different ink and different handwriting.

10. In view of the above facts and circumstances it is held that the age/date of birth of the concerned workman, Smt. Gulabia Devi, Security Guard, is 11-7-58 and the action of the management of Sudamdih Shaft Mine of M/s. BCCL in having recorded the date of birth of the concerned workman as 27-2-1950 is not justified. The management is directed to act accordingly.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 15 जनवरी, 2010

का. आ. 471.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 41/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-1-2010 को प्राप्त हुआ था।

[सं. एल-20012/141/89-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 15th January, 2010

S. O. 471.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/1990) of the Central Government Industrial Tribunal/Labour Court-1, Dhanbad now as shown in the annexure in Industrial Dispute between the employers in relation to the management of M/s. B. C. C. L. and their workman,



which was received by the Central Government on 15-1-2010.

[No. L-20012/141/89-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO-IAT DHANBAD

PRESENT : Shri Hari Mangal Singh, Presiding Officer

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act., 1947.

Reference No. 41 of 1990

Parties : Employers in relation to the management of M/s.B.C.C.L's Koyala Bhawan and their workmen.

### APPEARANCES

On behalf of the workmen: Mr. D.K.Dey,  
Authorised Representative of the Union.

On behalf of the employers : Mr. B.D.Prasad , Legal  
Manager (I.R).

State: Jharkhand : Industry: Coal.

Dated, Dhanbad, the 31st December, 09

### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D.Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/141/89-IR (Coal-I), dated, the 14th February, 1990.

### SCHEDULE

"Whether the demand of Dhanbad Colliery Karamchari Sangh (BMS & ABKMS), Koyala Bhawan Branch to departmentalise the Canteen at Koyala Bhawan by the management of M/s. Bharat Coking Coal Ltd., Koyala Bhawan, P.O.Koyala Nagar, Distt. Dhanbad and also regularisation of 15 workmen as per list enclosed is justified? If so, to what relief these workmen are entitled?"

2. In the Written Statement filed by the Union on behalf of the concerned workmen it has been stated that the establishment of Koyala Bhawan maintains the canteen within the premises where 15 workmen concerned were engaged there and the canteen runs by the contract of the contractor.

3. It has been stated by them that the Koyala Bhawan is the Headquarter of the Coking Coal Mines of 214 collieries besides other Coal Mines as non-coking , Coal Mines attached with M/s. B.C.C.L. The entire establishment of the Koyala Bhawan is concerned to the

Mining Operation and transfer from Colliery to Koyala Bhawan is in vague.

4. The Bharat Coking Coal Ltd. is one of the subsidiary company of Coal India Limited which is a Central Govt. undertaking establishment in the year 1975 and the collieries of Bharat Coking Coal Ltd. was taken over by the emergency notification promulgated on 16-10-71 effective from 17-10-71 in the name of management of Coking Coal Mines and subsequently set right by the (Coking) Coal Mines Nationalisation Act, 1972 passed in the month of August, 1972 and since then the Bharat Coking Coal Limited is existing.

5. It has been stated that all workers, conditions and terms of contract under employment is whatsoever and with the erstwhile Employers, took over with assets and liability. The operating laws for condition of labour and welfare are in existence as it was and all previous awards are in force over the Coal Industry. Subsequently to awards there are coal wage agreement for hike in wages as per inflation in cost of living and certain condition of the workers improved and modified for the betterment by and under the agreement time to time made.

6. They have stated that the canteen in Koyala Bhawan for the persons working concerning to the coal and condition of the workers/persons are the conditions of the collieries and under governing laws of the Collieries. The canteens attached with the establishment of Coal is under definition of establishment of the Employment standing order Acts, 1946 and it is social and welfare beneficial legislation and facility extended by the Coal Award, 1956 other than Mines laws and canteen in every establishment is compulsory. The canteen runs by no profit and no loss system and the canteen is headed by the Canteen Manager under the Canteen Committee, constituted by the representative of the management and representatives of workers to regulate it and they are responsible for lesser rate in sale.

7. It has been stated that the Canteen Manager and other staff/workers are regular employees of the Management and the subsidy is cash towards concessional rate besides all other facility including furniture, fuel, building, fan, water, protection, utensils etc. are provided by the management. The strength of the top-heavy establishment, Koyala Bhawan is about 2500 including Official and non-residentials and every one enjoys the canteen facility. Moreover, the canteens are departmentalised canteen and the cost of subsidy, cash or kinds whatsoever including in the coal price since 1965 (Award).

8. It has been further stated that the Coal Management after nationalisation distributed the canteen facilities, somewhere canteen shutdown, somewhere canteen building became office, somewhere canteen handed over to the Contractor. It has been submitted that

the Unions in wage negotiation took up the matter of existing facilities and condition attached to the worker and reached to the agreement that (3.9) restored the condition and such agreement till date remained unimplemented despite the written commitment under present reference.

9. It has been stated by the union that there were twenty workmen earlier in 1987 and 15 presently engaged in the canteen under Sri Rajoo & Co. who is allowed by the management to change the name, of the contractor, is illegal, breach of agreement and deviation from the commitment of the management earlier before the present disputes. All the 15 persons are old employees who have been provided with their residential accommodation in the canteen paid less than the minimum and not in accordance with laws, and no benefit and facilities granted to them.

10. The union has submitted that the canteen system in canteen must be abolished and workers engaged must be departmentalised from their date of joining with grade, scale, increment and with proper condition of service extending benefit and facilities as applicable to others engaged in service of the establishment concerning to the Mining Operation. Towards amicable settlement, the Union was not adamant and relation was given when they committed for departmentalisation and proper service condition of the concerned workmen.

11. It has been stated by the union that Koyla Bhawan is the office of the top of the Management of Coking Coal Mines and as such it is the richest industry and must not deprive such workers of the canteen who are in essential service to the Officers and others strength engaged on a top-heavy establishment. The union has submitted that all the 15 concerned workmen as listed with photograph are entitled for regularisation with retrospective effect from 1980 and they shall be paid all arrears keeping their seniority date-wise alongwith all other conditions, benefit, as applicable to other workmen.

Accordingly it has been prayed on behalf of the concerned workmen to pass an Award directing the management to departmentalise/regularise the concerned workmen with retrospective effect from 1980 granting their seniority and other service conditions as applicable to the Coal Workers.

12. In the Written Statement filed by the management it has been stated that the present reference is not legally maintainable. Apart from the above legal objection the management have submitted that the Head Office at Koyla Bhawan is not a 'Mine' in terms of the definition of "Mine" given in the Mines Act, 1952 and as such the canteen situated at Koyla Bhawan is outside the purview of mine establishment. The provisions of the Mines Act, 1952 and Mines Rules 1955 have no application to the canteen run at Koyla Bhawan. The reference is outside the jurisdiction of the Tribunal. In this regard management have cited the

decision of the Hon'ble Supreme Court in the case Sirajuddin & Co. Vrs. - Their workmen reported in S.C.L.J. Vol. -3 page 1800.

13. It has been further stated by the management that the present demand of the Union is specially meant for prohibition of engagement of a contractor in the canteen and absorption of the contractor's worker's on the roll of the management by an Award. After coming into force of the Contract Labour (Regulation & Abolition) Act, 1970, passing of order for abolition of contract is beyond the scope of Industrial adjudication and has to be decided by the appropriate Government.

14. Management have stated that as per the discussion with the union representatives the management provided a furnished building with utensils for the purpose of running a canteen at Koyla Bhawan. A managing committee consisting of representatives of the management and workmen was formed to take charge for running the canteen for supply food stuff of good quality at reasonable price. Accordingly the management committee contacted a party having experience of running hotels and tea shops and canteens and asked him to operate the canteen and supply tea and food stuff at reasonable price. The management supplies the full electricity, free fuel and water at the canteen so that the canteen can be run economically by the canteen shop keeper.

15. It has been submitted by the management that materials required for preparation of tea, food stuff etc. purchased by the shop keeper and the selling of the finished products is made by the shop keeper at the reasonable price fixed by the canteen managing committee in consultation with him. The shop keeper of the canteen recruited his own workmen, paid them their wages, exercised control over them, took disciplinary action against them and the management has no responsibility in this regard. The main and substantial duties of the managing committee is to ensure supply of high quality food stuff at reasonable price. The management has practically nothing to do in this case except to see that the building and furnished furniture are not damaged by the canteen shop keeper and his men.

16. Management have submitted that the demand of the union to stop running the canteen by the managing committee through a shop keeper or contractor and run the same by employing officer, staff and workmen departmentally is without any basis. It has been further stated that the management have not recruited concerned persons and therefore is not in a position to give their details. It is not correct to suggest that 15 workmen have been engaged by the shop keeper/contractor in such a small canteen. Most of them are not genuine workmen. Accordingly prayer has been made to pass an Award rejecting the demand of the union for their absorption as direct employee of the management.

17. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's Written Statement.

18. It appears from the record that notices were issued on 22-6-09 to both sides fixing date for hearing argument on 13-8-09 but none of the parties have appeared though they have filed their Written Argument.

19. In order to substantiate their case management have produced Kanhaiya Prasad Sinha, General Manager Koyala Bhawan who has been examined as MW-1. Management also have produced Raju Singh, Contractor who has been examined as MW-2 in this case. Documents on their behalf have been marked as Ext. M-1 to M-9. The workman side in order to substantiate their claim have produced Santosh Dutta, Nimai Chandra Dutta who have been examined as WW-1 and WW-2 respectively. On their behalf one item of document has been marked as Ext. W-1.

20. Main argument advanced on behalf of the concerned workmen is that they are employed by the management for the benefit of the management's employees and officers and the management have provided furniture fuel, building, fan water protection and utensils etc. In this respect management's contention is that they were engaged through a contractor and the canteen has been given on contract basis to Raju Singh. In this respect MW-2 Raju Singh who is contractor has stated that "I am a contractor and I am running a canteen at Koyala Bhawan on contract basis. I know the concerned workmen. They were employed by me from time to time. It is I who used to pay the wages of the workers working in the canteen. I supervise their work. If food stuff is supplied to the Company on order, that is paid by the company through cheque. Furnitures, utensils, electricity, water and building space for canteen have been provided by the management. This is a subsidized canteen. Payment is made by the management."

21. WW-1 Santosh Dutta has stated at page -2 of his cross-examination "I cannot say the exact date since when I had started working in the canteen." At page-3 he has stated "Presently I am doing the same work in the canteen of the CMPDIL since last 7 or 8 months. Presently I have been employed by the contractor Kalipada Mandal." WW-2 Nimai Chandra Dutta has stated in corss-examination at page-2. "I do not remember other names except seven names i.e. Binod Dutta, Nirmal Dey, Isak Ansari, Salim Ansari, Dilip Dey, Bahadur and Ananta Chandra." He has also stated in his cross-examination at page-2. "They were working under Contractor, Janardan Singh who had employed me also. Janardan Singh used to pay me Rs. 160 per month. Out of the workmen who were working in the year 1983 only two are working presently. Raju Singh is doing the contract work there since 1984." The evidence of the workmen shows that they were contractor workers engaged by the contractor and they used to get salary

from the contractor. Therefore, they are not the employees of the management and no employer-employee relationship existed between the management and the concerned workmen Ext.M-1 shows that contract has been awarded to Raju Singh, MW-2 and there are other papers for running the canteen by the contractors as per Ext. M-2 and M-9.

22. Another argument advanced on behalf of the concerned workmen is that in the conciliation proceeding management stated that they should be regularised but this cannot be the ground treating them employees of the management and on that basis they cannot be regularised. It is the discretion of the management whether they would give employment to the contractors workers or not. It has no concern with the legal aspect of the matter.

23. In view of the facts, evidence and circumstances discussed above I find no merit in the claim of the concerned workmen. Accordingly following Award is rendered.

"The demand of Dhanbad Colliery Karmchari Sangh (BMS & ABKMS), Koyala Bhawan Branch to departmentalies the Canteen at Koyala Bhawan by the management of M/s. Bharat Coking Coal Ltd., Koyala Bhawan, P.O. Koyala Nagar, Distt. Dhanbad and also regularisation of 15 workmen as per list enclosed is not justified. Consequently, the concerned workmen are not entitled to get any relief."

H. M. SINGH, Presiding Officer

#### ANNEXURE

- |     |  |     |             |
|-----|--|-----|-------------|
| 1.  | Shri Prafulla Singh,<br>S/o Govind Singh             | ... | Cook        |
| 2.  | Shri Puran Pandit<br>S/o Devi Pandit                 | ... | -do-        |
| 3.  | Shri Yunus Ansari<br>S/o Gafur Ali                   | ... | Cook Helper |
| 4.  | Shri Anant Chandra<br>S/o Late Motilal Chandra       | ... | -do-        |
| 5.  | Shri Nimai Dutta<br>S/o Sudhir Chandra Dutta         | ... | Salesmen    |
| 6.  | Shri Ashish Kumar Pal<br>S/o Madan Mohan Pal         | ... | -do-        |
| 7.  | Shri Lakshman Suryavanshi<br>S/o Santosh Suryavanshi | ... | -do-        |
| 8.  | Shri Subhas Chandra<br>S/o Panchanand Chandra        | ..  | -do-        |
| 9.  | Shri Madhyam Chandra<br>S/o Nakul Chandra            | ... | -do-        |
| 10. | Shri Tilak Yadav<br>S/o Madhav Yadav                 | ... | Canteen Boy |

11.	Shri Santosh Dutta S/o Sahdeo Dutta	...	Canteen Boy
12.	Shri Bhagaram Sath S/o Lakhikant Sath	...	-do-
13.	Shri Anand Chandra S/o Haripado Chandra	...	-do-
14.	Shri Shyam Sunder Singh S/o Mandraj Singh	...	-do-
15.	Shri Sitaram Karmakar S/o Ram Chandra Karmakar	...	-do-

## APPEARANCES

On behalf of the workmen : None  
 On behalf of the employers : None  
 State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 30th December, 2009

## AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012(312)/89-IR (Coal-I), dated, the 24th May, 1990.

## SCHEDULE

“Whether the management of Maheshpur Colliery in Govindpur Area No. III of M/s. Bharat Coking Coal Ltd., is justified in denying employment to 73 out of 102 delisted casual workers pursuant to the bipartite settlement dated 30-6-86? If not, to what relief the workers are entitled?”

2. In the Written Statement filed by the Union on behalf of the concerned workmen it has been stated that as per decision arrived at in the Central Consultative Committee of B.C.C. Ltd., H.Q. level on 26-4-86, in which it was decided that also the Casual Wagon Loaders, who had put in atleast 75 attendances during the years 1973 to 1976 will be taken in employment as Badli Miners/Loaders in order to overcome the shortage of Miners/Loaders on account of absenteeism. The above decision was communicated by the H.Q. to the Area level Management with necessary instructions for implementation. It has further been stated by the union that a representation was submitted to the Management of Govindpur Area (Area No. III) by the Union for employment of S/Shri Biswanath Prasad and 101 other Casual Wagon Loaders of Maheshpur Colliery as Badli Miners/Loader as per the above decision of the Central Consultative Committee.

3. Thereafter the Area Level Management entered into a settlement with the Union on 30-6-86, in which it was agreed that S/Shri Biswanath Prasad and 72 other casual wagon loaders, whose (1) father's names, (2) Home address etc. were made available to them, will be provided employment as Badli Miners/Loaders after verification of their identity. Accordingly the management sent Registered A/D letters at the Home address of the respective workmen, asking them to submit identity certificates with photographs attested by the Mukhiya and B.D.O. of the respective areas.

4. On receipts of documents from 73 workmen management sent those documents to the District Administration for Police verification and the Management

नई दिल्ली, 15 जनवरी, 2010

का. आ. 472.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट (संदर्भ संख्या 124/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-1-10 को प्राप्त हुआ था।

[सं. एल-20012/312/89-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 15th January, 2010

S. O. 472.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 124/90) of the Central Government Industrial Tribunal No. 1, Dhanbad now as shown in the annexure in Industrial Dispute between the employers in relation to the management of M/s. B. C. C. L. and their workman, which was received by the Central Government on 15-1-10.

[No. L-20012/312/89-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL No.-1, AT DHANBAD

## PRESENT

Shri Hari Mangal Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10  
(1)(d) of the I.D. Act, 1947

Reference No. 124 of 1990

Parties : Employers in relation to the management of Maheshpur Colliery of M/s. B.C.C. Ltd. and their workman.

have received verification report in the year 1987. The Union has asserted that inspite of completion of all the formalities, the Area level Management did not proceed further to employ the concerned workmen as Badli Miners/Loaders. In this respect a representation from the Union was sent to the then Addl. Chief Personnel Manager (I.R.) who by his letter dated 7-5-88 advised the Personnel Manager, Govindpur Area to expedite the matter. It has been stated by the union that even after the above steps when the concerned workmen were not employed an industrial dispute was raised before the ALC (C), Dhanbad which ultimately resulted reference to this Tribunal for adjudication. It has been prayed on behalf of the workmen to pass an Award directing the management to provide employment to the 73 workmen concerned.

5. In the Written Statement filed by the management it has been stated that the present reference is not legally maintainable. It has further been stated that as per the conditions of the aforesaid settlement dated 30-6-86, a person named in the list was to be enrolled as Badli Miner/Loader after proper verification of his past employment and his attendances from authentic documents. This settlement dated 30-6-86 was arrived at on the basis of attendances recorded in the Bonus Register of 1975 which indicated fabrication of the register. The concerned workmen were advised to produce their Bonus Cards to verify the authenticity of entries made in the Bonus Register but none of the concerned persons could produce his bonus card.

6. It has been stated by the management that the delisted/unlisted casual wagon loaders were not on the roll of the colliery and as such their names did not appear in Form B and I.D. Card register. However, on persual of some of the wage sheets it was observed that the concerned persons had not worked during the relevant period and they had not drawn any wages. The persons names in the list are mostly relatives of the union leaders or colliery staff and their age appears to be 20 to 25 years. The persons who had worked in 1973 must be above 18 years and presently he must be more than 35 years.

7. It has been alleged by the management that the union officials and some of the staff apprehended that their game of recruitment through manipulations of records could be detected and therefore the attendance registers of wagon loaders, wagon loading registers, the wagesheets etc. have been removed and are not traceable for proper identification of workmen and genuinity of employment during the relevant period from 1973 to 1976. Moreover, the settlement dated 30-6-86 does not confer any right on the concerned persons to be enrolled automatically. As the authentic documents were removed from the colliery records and the genuinity of their past employment could not be certified and the concerned persons appear not to

be genuins on the face of the records, they could not be enrolled as Badli Miner/Loader Accordingly it has been prayed on behalf of the management to pass an Award rejecting the claim of the concerned persons.

8. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's Written Statement.

9. It appears from the records that notice was sent on 25-6-2009 fixing date of hearing argument on 9-9-09 but none of the parties have appears though they have filed written argument before the above date.

10. On behalf of the workmen Shri S.N. Mishra has been examined as WW-1 who has proved documents marked as Ext. W-1 to W-14. On behalf of the management Ram Prasad Debral, and Debasahayam Abraham have been examined as MW-1 and MW-2 respectively. MW-2 has proved documents marked as Ext. M-1 to M-8 and also material exhibits marked as Ext. 1 and 2.

11. Main argument advanced on behalf of the concerned workmen is that out of 102 delisted workers 73 have not been regularised. They should be regularised because they have worked more than 75 days during the years 1973 to 1976. Their attendances were recorded in the Bonus Register which is maintained by the management but they have not produced Bonus Register. In this respect management representative argued that false persons have been inducted in the list so that they may get employment fraudulently with the management. In this respect it has been argued that the union has demanded regularisation of one Shri Rajiv Kumar Mishra son of Shri S.K. Mishra whose name appears in the list of 73 persons and Rajiv Kumar Mishra has claimed to have worked in 1975. From Ext. M-3 it appears that his date of birth is 19th May, 1963 and he was not more than 12 years in 1975. No public sector Company can employ a person below 12 years of age. It is only one example which shows fraudulent attempt of the concerned workmen to induct themselves into employment of the management. The name of Rajiv Kumar Mishra finds place in Ext. W-12 at Sl. No. 22.

12. In this regard the evidence of the concerned workman WW-1 is very important. He is Vice President of Janta Mazdoor Sangh and he has stated in cross-examination at page-2. "This reference relates to Maheshpur Colliery where I never worked. I have no personnal knowledge of the documents filed in this case." It shows that the documents filed by the concerned workmen are not known to the witness. Moreover, no workman has been produced who could say in the Court on oath that he has worked with the management from 1973 to 1976 on which basis their demand for regularisation in any way be considered.

13. Very important argument advanced on behalf of the management is that this list which has been submitted

by the workmen for regularisation has been signed by 2/3 persons with different names. In this respect of MW-2's evidence is very important who is Finger Print Officer of Forensic Department at Kolkata of questioned documents. He has seen the Bonus Register Ext. M-I which was sent to him for examining its genuineness. He examined 75 LTIs appear in the register. Since 38 Finger Prints were not as clear as to facilitate their examination scientifically. He examined 37 Finger Prints and found that out of those 37 finger prints 22 were affixed by one and the same person. Out of the rest 10 Finger Prints were affixed by another but the same person and similar was the case with rest 5 Finger Prints. It only shows that Finger Prints have been affixed in the Bonus Register by the same and identical person. This supports the management's case that the concerned workmen wanted to induct themselves into the employment of the management by fraudulent means.

In view of the facts, evidence and circumstances discussed above I find no merit in the claim of the concerned workmen. Accordingly, following Award is rendered :

"The management of Maheshpur Colliery in Govindpur Area No. III of M/s. Bharat Coking Coal Ltd. is justified in denying employment to 73 out of 102 delisted casual workers pursuant to the Bipartite Settlement dated 30-6-86. Consequently, the concerned workmen are not entitled to get any relief."

H. M. SINGH, Presiding Officer

नई दिल्ली, 25 जनवरी, 2010

का. आ. 473.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा 1 फरवरी, 2010 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [(धारा 76 की उप धारा (1) और धारा-77, 78ए, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

"आन्ध्र प्रदेश राज्य के कृष्णा जिले में गन्नवरम् मण्डल के गन्नवरम्, कोन्डपाडलूरु, गोपवारपूगुडेम, गोल्लनपल्ली, चिक्कवारम्, बाहुबलेन्दुनिगुडेम, पुरुषोत्तपट्टणम्, वेदुरूपाडलूरु, केसरपल्ली, वेंकटरसिंहपुरम्, अल्लापुरम्, चिन्नौटुपल्ली, बुधवारम् अज्जमपूडि, अट्कूर, टेम्पल्ली एवं बूतिमिल्लिपाडु राजस्व गाँव में स्थित सभी क्षेत्र तथा कृष्णन जिले के उंगुटूर मंडल के पेद्दआउटपल्ली एवं अट्कूर राजस्व गाँव में स्थित सभी क्षेत्र ।"

[संख्या एस-38013/08/2010-एस.एस. 1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 25th January, 2010

S. O. 473.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State

Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st February, 2010 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely:—

"ALL THE AREAS FALLING WITHIN THE REVENUE VILLAGES OF GANNAVARAM, KONDAPAVULURU, GOPAVARAPUGUDEM, GOLLANAPALLI, CHIKKAVARAM, BAHUBALENDRUNIGUDEM, PURUSHOTHAPATNAM, VEDURUPAVULURU, KESARAPALLI, VENKATANARASIMHAPURAM, ALLAPURAM, CHINNAUTPALLI, BUDHAVARAM, AJJAMPUDI, ATKUR, TEMPALLY AND BUTHIMILLIPADU IN GANNAVARAM MANDAL OF KRISHNA DISTRICT AND ALL THE REVENUE VILLAGES OF PEDDA-AUTPALLI AND ATKUR IN UNGUTUR MANDAL OF KRISHNA DISTRICT OF ANDHRA PRADESH."

[No. S-38013/08/2010-S.S. I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 25 जनवरी, 2010

का. आ. 474.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा 1 फरवरी, 2010 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [(धारा 76 की उप धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध असम राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

"दुलियाजान के अंतर्गत आने वाले क्षेत्र—दुलियाजान सहित राजस्व वाले गाँव में खेरमिया मौजा के अंतर्गत दुलियाजान शहर, डिब्रूगढ़ जिले में दुलियाजान शहर और नं.-2 शोलाकतकी गाँव ।"

[संख्या एस-38013/09/2010-एस.एस. 1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 25th January, 2010

S. O. 474.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st February, 2010 as the date on which

the provisions of Chapters IV and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Assam namely:—

“Areas under Duliajan falls within Duliajan including Revenue Villages—Duliajan Town, Duliajan Town and 2 No. Cholakatoki Gaon under Kheremia Mouza in the District Dibrugarh.”

[No. S-38013/09/2010-S.S. I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 25 जनवरी, 2010

का. आ. 475.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा 1 फरवरी, 2010 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“आन्ध्र प्रदेश राज्य में मेडक जिले की “सिद्दिपेट” नगरपालिका की सीमा के अंतर्गत आने वाले सभी क्षेत्र तथा सिद्दिपेट मंडल के मिट्टपल्लि, पोन्नाला, प्रशांत नगर, नरसापुरम, हनुमा नगर,

गडचेरलपल्लि, लिंगरेड्डीपल्लि और मलपल्लि राजस्व गाँवों की सीमा के अंतर्गत आने वाले सभी क्षेत्र ।”

[संख्या एस-38013/07/2010-एस.एस. I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 25th January, 2010

S. O. 475.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st February, 2010 as the date on which the provisions of Chapter IV [except Sections 44 and 45 which have already been brought into force] and Chapters V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely:—

“ALL THE AREAS FALLING WITHIN THE MUNICIPAL LIMITS OF “SIDDIPET” AND ALL AREAS WITHIN THE LIMITS OF THE REVENUE VILLAGES OF MITTAPALLY, PONNALA, PRASHANT NAGAR, NARASAPURAM, HANUMANAGAR, GADCHERLAPALLY, LINGAREDDYPALLY AND MALAPALLY OF SIDDIPET MANDAL IN MEDAK DISTRICT OF ANDHRA PRADESH STATE.”

[No. S-38013/07/2010-S.S. I]

S. D. XAVIER, Under Secy.